HydrantID Certificate Terms of Services End User License Agreement

THIS HYDRANTID CERTIFICATE SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN AVALANCHE CLOUD CORPORATION dba HYDRANTID ("HYDRANTID," "US," or "WE") LOCATED AT 2091 EAST 1300 SOUTH #201, SALT LAKE CITY, UTAH 84108 AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("CLIENT" OR "YOU"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO CLIENT UTILIZING THE HYDRANTID MANAGED PKI AND TRUSTED DIGITAL CERTIFICATE SERVICES PROVIDED THROUGH HYDRANTID or HYDRANTID AUTHORIZED RESELLER.

All references to "Client" as used herein shall mean the organization receiving certificate services and/or technology from HydrantID. The Effective Date of this Agreement is the date of the electronic or physical signature provided as evidenced by the Client indicating acceptance on the electronic form or paper contract.

1) DEFINITIONS

"Certificate" or "Digital Certificate" means a digital identifier that, at least, states a name or identifies the issuing CA, identifies the Certificate Holder or Domain Name, contains the public key relating to the Certificate Holder or Domain Name or the device with which that Certificate Holder is associated, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a digital signature of the issuing CA.

"Certificate Application" means a request to a CA for the issuance of a Certificate.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, the term CA shall mean HydrantID or HydrantID's Authorized Public Certificate Authority Provider with respect to the HydrantID PKI or Dedicate Issuing CA PKI services. With respect to HydrantID Private Root PKI CA services, the term CA shall mean CLIENT.

"Certificate Holder or Subscriber" means either the Individual to whom an end user Certificate is issued, or the Individual responsible for requesting, installing and maintaining the trusted system for which an SSL Certificate has been issued.

""Dedicated Issuing Certificate Authority" means the certificate-based Public Key Infrastructure based on a unique and customer branded issuing certificate authority where Client is acting as the authorized Registration Authority. The private root certificate authority and related issuing certificate authorities are operated on Clients behalf and at Clients direction by HydrantID. The dedicated issuing certificate authority shall be chained to HydrantID's customer shared private root CA and is not chained to a pre-distributed public root certificate.

"EV Certificate" means an Extended Validation SSL Certificate that complies with the CA/B Forum's Extended Validation Guidelines.

"HydrantID's Authorized Public Certificate Authority Provider" means the entity, or entities, who have partnered with HydrantID to issue public trusted digital certificates to HydrantID customers. Public trusted digital certificates, such as trusted Secure Socket Layer (SSL)/Transport Layer Security (TLS) certificates, are technically chained to a publicly trusted root meeting the necessary industry criteria, guidelines and rules for distribution to major browsers and operating systems to enable the use of publicly trusted SSL and/or end user Certificates.

"HydrantID Authorized Reseller" means the entity or entities that have been contractually authorized by HydrantID to resell HydrantID services and to provide related technical support to the Client.

"HydrantID Certificate Administration Console and Technology and Technology" means the web-based Certificate administration application or certificate management automation connectors or API(s) operated by HydrantID and/or its authorized affiliate partners for the purposes of utilizing the HydrantID PKI, Dedicated Issuing Certificate Authority and Private Root Certificate Authority services.

"HydrantID PKI" means the Certificate-based Public Key Infrastructure where HydrantID, through HydrantID's Authorized Public Certificate Authority Provider, provides public trusted digital certificates chained to a publicly trusted root. Public trusted digital certificates, such as Secure Socket Layer (SSL)/Transport Layer Security (TLS) certificates, are technically chained to a publicly trusted root meeting the necessary industry criteria, guidelines and rules for distribution to major browsers and operating systems to enable the use of publicly trusted SSL and/or end user Certificates.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights.

"Operational Period" means the period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with the date and time on which the Certificate expires or is earlier revoked.

"Private Root Certificate Authority" means the certificate-based Public Key Infrastructure based on a unique Client private root certificate authority where Client is the acting as the authorized Certificate Authority. The private root certificate authority and related issuing certificate authorities are operated on Clients behalf and at Clients direction by HydrantID.

"Registration Authority" means the entity authorized by the Certificate Authority to issue, suspend, or revoke Digital Certificates for HydrantID's Dedicated Issuing Certificate Authority Service.

"SSL Certificate" means a HydrantID PKI Trusted SSL Certificate chained to a publicly trusted root certificate provided by HydrantID's Authorized Public Certificate Authority used to support SSL sessions between a web browser (or another client) and a web server that uses encryption.

2) LICENSE GRANT

HydrantID hereby grants to Client a terminable, non-exclusive and non-transferable license to use the HydrantID Certificate Administration Console and Technology for the following managed PKI related services: HydrantID PKI for SSL and End–Users Certificates; Dedicated Issuing Certificate Authority Service; Private Root Certificate Authority Services or Other Services as may be licensed by Client pursuant to the Client's relevant paid-up subscription order. Approval of all Certificate requests and subsequent issuance through the HydrantID Certificate Administration Console and Technology Service will be at the sole discretion of the relevant Certificate Authority. The License Grant is restricted to utilizing the HydrantID PKI Certificate services only for the purposes of securing Client-owned domain names, computer systems and servers, and domain names, computer systems and servers under Client's direct administrative control and for the Client's sole business use. HydrantID PKI Certificate services may not be used to secure any other entity's or organization's computer systems directly, indirectly, or as part of a service offering provided by Client. Client shall not resell or bundle any of HydrantID's Certificates in any commercial offering or service provided by Client. With respect to publicly trusted SSL certificates issued from the HydrantID PKI, Client may request and issue Certificates for internet domain names that have been approved by HydrantID through HydrantID's Authorized Public Certificate Authority Provider. Domain name approval will be at HydrantID's sole discretion and determination. Client may not issue HydrantID publicly trusted SSL Certificates issued from the HydrantID PKI to internal host names or IP addresses. The number of certificates the client may issue and utilize from the HydrantID PKI; Private Root Certificate Authority; or Dedicated Issuing Certificate Authority and associated OCSP certificate validation requests is set forth in the order. If the volume of certificates is designated as "Unlimited" in the order, then client may issue unlimited certificates as long as the volume of certificate request and issuance is within HydrantID's technical, operational and support capabilities in place at the time of this agreement and as may be apportioned to client at any given time, including network, computer systems, and personnel. HydrantID's technical and operational capabilities shall be determined solely by HydrantID.

3) HYDRANTID OBLIGATIONS

HydrantID's obligations to the parties of this Agreement shall be conditional upon the satisfactory completion by Client of all Certificate Application requirements to the satisfaction of HydrantID in its sole discretion.

a) ***HydrantID PKI Issuing CA Obligations.*** HydrantID and *HydrantID's Authorized Public Certificate Authority Provider* shall operate the HydrantID PKI in accordance with standard industry practices. HydrantID, shall be responsible for issuance or revocation of a Certificate upon the electronic instruction of the Client following HydrantID's authentication, validation and approval of the data entered into the HydrantID Certificate Administration Console and Technology Service. Upon HydrantID's approval of a Certificate Application, HydrantID shall (i) be entitled to rely upon the correctness of the information in each such approved Certificate Application; and (ii) issue a Certificate to the Certificate Applicant submitting such Certificate Application. HydrantID shall publish and make accessible details of the public keys of Certificates issued, and shall maintain, publish and make available a listing of Certificates revoked.

b) ***HydrantID Private Root Certificate Authority and Dedicated Issuing Certificate Authority Obligations.*** HydrantID shall provide the services specified in this Agreement throughout its term. HydrantID shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions provided by Client administrator(s). Upon a valid Certificate Application, HydrantID shall (i) be entitled to rely upon the correctness of the information in each such approved Certificate Application; and (ii) issue a Certificate to the Certificate Applicant submitting such Certificate Application. HydrantID shall publish and make accessible details of the public keys of Certificates issued, and shall maintain, publish and make available a listing of Certificates revoked.

c) ***Service Level Commitments***. HydrantID shall provide support and service availability pursuant to Schedule A (Service Level Agreement).

d) **Right to Revoke HydrantID PKI SSL Certificates.** HydrantID reserves the right to revoke a Certificate at any time without notice if: (i) HydrantID discovers that the information within the Certificate is no longer valid; (ii) Subscriber violates or fails to perform its obligations under the terms of this Agreement; (iii) Client is added to a government prohibited person or entity list or is operating from a prohibited destination under the laws of the United States; (iv) the Certificate was used outside of its intended purpose or used to sign malicious software; or (v) HydrantID determines in its sole discretion that the continued use of the Certificate may compromise the security or integrity of the HydrantID PKI.

e) **Privacy Policy.** HydrantID will treat and process the data and information you provide in your application for a Certificate and/or enrollment process in accordance with HydrantID's privacy policy, as amended from time to time and available on HydrantID's website. It is your responsibility to ensure that any disclosure by you to HydrantID of personal information of your users or third parties is in compliance with all applicable laws governing the collection, use and protection of personal information.

4) **CLIENT'S OBLIGATIONS**

a) **HydrantID PKI and Extended Validation Certificates**. HydrantID and Client are entering into a legally valid and enforceable Subscriber Agreement that creates obligations on Client. An Extended Validation (EV) Certificate serves as a form of digital identity for Client. The loss or misuse of this identity can result in harm to Client. By signing this Agreement, the contract signer acknowledges that he or she has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's website, and that Client is responsible for all uses of its EV Certificate(s). By signing this Agreement on behalf of Client, the contract signer represents that the contract signer (i) is acting as an authorized representative of Client, (ii) is expressly authorized by Client to sign Subscriber Agreements and approve EV Certificate requests on Client's behalf, and (iii) has confirmed Applicant's right to use the domain(s) to be included in EV Certificates.

b) **Application and Issuance.** Administrators shall: (1) Provide all information required to ensure that approval of Certificate Applications will not result in the erroneous issuance of any

Certificate, and that no Certificate information provided to HydrantID infringes the Intellectual Property Rights of any third party and will not be used for any unlawful purpose; (2) With respect to <u>HydrantID Private Root Certificate Authority and Dedicated Issuing Certificate Authority</u> services, Client shall only approve certificate requests after appropriate vetting has been performed when Client is acting as the Certificate Authority and / or Registration Authority.

c) **Certificate Revocation.** If Client's customer's organizational names change, any information in the Certificate is or becomes, incorrect or inaccurate, if the Certificate is no longer needed, or if the corresponding Private Key may have been compromised, then an Administrator shall promptly request revocation of all Certificates affected by such change and Client shall promptly cease using a Certificate and its associated Private Key. For End-user client Digital Certificates, revocation should be requested if the Certificate Holder's name or organization details are changed and no longer valid.

d) **Certificate Usage Restrictions.** Client shall not use a Certificate (i) to perform private or public key operations in connection with any individuals, domain name(s) other than the one(s) permitted under the License Grant (Section 2). In addition, a Certificate is intended to only be installed on servers that are accessible at the subjectAltName(s) listed in the Certificate. A Certificate may not be used with control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

e) *Effect of Revocation.* Upon any revocation of a Certificate, Client shall promptly remove the Certificate from all devices on which it is installed and shall not use it for any purpose thereafter.

f) *Compliance with Law.* Client shall comply with all applicable federal, state and local laws and regulations in connection with its use of the HydrantID Certificate Administration Console and Technology Service. Client hereby acknowledges and agrees the HydrantID Certificate Administration Console and Technology Service and any related technology ("Controlled Technology") may be subject to applicable export control, trade sanction, and physical or electronic import laws, regulations, rules and licenses, and that Client will comply with such laws. HydrantID shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Client, if Client fails to comply with this provision.

g) *Warranties and Covenants of Client.* Client represents, warrants and covenants to HydrantID that: (i) Client has the authority to enter into this agreement and bind their organization under the terms of this agreement; (ii) the information and documentation submitted to HydrantID is true, complete and accurate; (iii) the information to be listed in the Certificate is current, accurate and complete; (iv) With respect to certificates issued from the HydrantID PKI, Client will inform HydrantID if the information delivered to HydrantID changes or is no longer true; (v)

the information that Client provides to HydrantID does not infringe the Intellectual Property Rights of any third party; (vi) the Certificate information that Client provided has not been and will not be used for any unlawful purpose; (vii) Client has been (since the time of its creation) and will remain the only person(s) possessing the private key(s), or any challenge phrase, PIN, software, or hardware mechanism protecting the private key(s), and no unauthorized person has had or will have access to such materials or information and will take all reasonable measures to maintain control of, keep confidential, and properly protect at all times the Private Key(s) that corresponds to the Public Key(s) to be included in the requested Certificate(s) (and any associated activation data or device, e.g., password or token); (viii) Client will use the Certificate exclusively for authorized and lawful purposes consistent with this Agreement and install SSL Certificates issued from the HydrantID PKI only on servers that are accessible at the subjectAltName(s) listed in the Certificate; (ix) Client will use each HydrantID PKI Certificate as an end user and not as a Certification Authority to issue Certificates, certification revocation lists, or otherwise; (x) each digital signature created using the private key is the Client's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (xi) Client will not monitor, interfere with, or reverse engineer the technical implementation of the HydrantID services, except with the prior written approval from HydrantID, and shall not otherwise intentionally compromise the security of the HydrantID services. (xii) Client will review and verify the Certificate contents for accuracy; (xiii) Client shall promptly cease all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for reasons of Key Compromise. (xiv) Client shall promptly respond to HydrantID's instructions concerning Key Compromise or Certificate misuse.

5) **PROPRIETARY RIGHTS**

   a) *Intellectual Property Rights.* Client acknowledges and agrees that HydrantID and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the HydrantID Certificate Administration Console and Technology Service and the Certificates provided by HydrantID hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto.

   b) *License to use Client Name.* Client grants HydrantID a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use Client's trademarks to indicate that Client is a customer of HydrantID.

6) **DISCLAIMER AND LIMITATION OF LIABILITY**

   a) *Warranty.* HydrantID warrants and represents to Client that:

i) HydrantID has the right to grant or allow Client to use the HydrantID PKI, the HydrantID Certificate Administration Console and Technology service, Certificates, and any other products or services provided by HydrantID under this Agreement;

ii) the use of the HydrantID PKI, the Products and any other services provided by HydrantID, by Client, its employees or any Counterparty in accordance with this Agreement will not require any royalty or intellectual property license or export license payment to or consents, authorization, permission or license from any third party other than HydrantID (including governmental authorities);

b) *Disclaimer*

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN, HYDRANTID DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HYDRANTID LIKEWISE DISCLAIMS ANY WARRANTY CONCERNING THE SUCCESS, IMPLEMENTATION, AND OPERATION OF THE HYDRANTID PKI, AND DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT USE OR OPERATION OF ANY SYSTEMS OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

c) *Limitation of Liability*

NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY LOSS OF PROFITS, REVENUES, CONTRACTS, DATA, OR ANTICIPATED SAVINGS SUFFERED BY THE OTHER PARTY, HOWSOEVER CAUSED, ARISING OUT OF THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THIS AGREEMENT THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY TO HYDRANTID FOR HYDRANTID SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS, REGARDLESS OF WHETHER SUCH LIABILITY AROSE OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT TO WHICH HYDRANTID IS A PARTY.

7) **FEES**

a) ***Payment of Fees.*** Client shall pay applicable subscription, licenses and set-up fees as established by HydrantID for services, product, technology and/or licenses provided by HydrantID to Client (the "Fees") as defined in **the relevant order**.   Any Fees owed by Client shall be free of any royalty, export, or withholding, taxes, duties or excises at a local or national level. Client is responsible for paying all tax obligations arising out of its use of this Agreement or HydrantID's services. All undisputed Fees shall be due and payable as outlined in Schedule 2.

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8) **CONFIDENTIALITY**

a) ***Definition of Confidential Information.*** For the purposes of this Agreement, "Confidential Information" shall mean any information, communication or data, in any form whether oral, written, graphic, electronic forms or otherwise, relating to either party or to their business or affairs. Except for as otherwise stipulated in this agreement. Information contained within a Certificate is not "Confidential Information"

b) ***Duty to Keep Information Confidential.*** Each party ("Receiving Party") shall keep any Confidential Information received from or belonging to the other party ("Disclosing Party") confidential and shall not disclose such Confidential Information to anyone (except on a need-to-know basis for internal use only where necessary to perform its obligations under this Agreement to its employees or contractors bound by express written secrecy obligations) or use such Confidential Information other than to perform its obligations under this Agreement without the prior written consent of the Disclosing Party. This Section 8.b shall not apply to any Confidential Information to the extent that:

   i) disclosure is required to or by any court, tribunal or governmental authority with competent jurisdiction, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure;

   ii) it is or becomes generally and freely publicly available through no fault of the Receiving Party or its servants or agents; or

   iii) it can be shown to have been independently originated by the Receiving Party without reference to the Confidential Information or communicated to it in circumstances otherwise than where its disclosure to the Receiving Party imparted a duty of confidence.

c) ***Use of De-Identified Data.*** Notwithstanding anything herein to the contrary, HydrantID may use any data or information provided to it in connection with the issuance, maintenance or use of Certificates for HydrantID's internal analytic purposes, provided such data or information is de-identified to prevent any person's identity from being connected with such data or information.

9) **TERM AND TERMINATION**

a) ***Term.*** This Agreement shall commence on the Effective Date of the date of the electronic signature provided as evidenced by Client indicating acceptance on the electronic form and continue for the period defined in the applicable corresponding order unless earlier terminated in accordance with its terms (together with any renewal terms, the "Term"). Upon expiration of the Initial Term, the Agreement will renew for successive one-year periods unless terminated by either party in accordance with this agreement, or unless either party notifies the other in

writing at least sixty (60) days prior to the applicable anniversary date that it does not wish to renew the Agreement.

b) ***Termination for Breach.*** Client and HydrantID may terminate this Agreement for material breach by providing the other party written notice of its intent to terminate. The parties shall have 30 days to cure the breach after being notified in writing of the breach. If the breaching party fails to cure breach within 30 days then Agreement shall be terminated 15 days after the 30 day cure period. Client shall have no further subscription fee obligations effective as of termination date. Upon termination, HydrantID may immediately revoke all Certificates issued pursuant to this Agreement upon written notification to Client. HydrantID may terminate this Agreement on written notice if it determines that Client's continued operation creates a risk to the secure operation or HydrantID's business operations or performance.

c) ***Consequences of Termination.*** Upon expiration or termination of this Agreement, Certificates issued during the Term shall be automatically revoked unless agreed otherwise by HydrantID. Notwithstanding termination, Client will continue to observe and perform its other duties hereunder, including without limitation its obligations with respect to Certificate revocations.

d) ***Accrued Rights; Survival.*** The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the parties and any provision of this Agreement that expressly or impliedly survives such expiry or termination.

10) MISCELLANEOUS

a) ***Industry Standards.*** Both parties will comply with industry and privacy standards applicable to the Certificates. If industry standards change, HydrantID and Client will work together in good faith to amend this Agreement to comply with the changes.

b) ***Assignment.*** Client may not assign any of its rights or obligations under this Agreements without the written consent of HydrantID, and any such attempted assignment shall be void.

c) ***Independent Contractors.*** The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venture, or partner of the other party. Neither party shall have any right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.

d) ***Notices.*** Client shall provide all notices, demands or other communications under this Agreement to HydrantID in writing and must be delivered personally or sent by fax, digitally signed email or by registered mail to the following or any other address as notified by either party to the other in accordance with this Clause 9.d: HydrantID email: legal@HydrantID.com or postal or courier to 2091 East 1300 South #201 Salt Lake City, Utah 84108.

HydrantID shall provide all notices, demands or other communications under this Agreement to Client in writing and must be delivered personally or sent by fax, email, or by registered mail to the address specified in the order.

e) *Force Majeure.* other party for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties hereto, but the affected party shall promptly upon the occurrence of any such cause so inform the other parties in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such parties shall take all reasonable action within their power to comply with the terms of this Agreement as fully and promptly as possible.

f) **Entire Agreement.** This Agreement (including any purchase orders issued hereunder) constitute the entire understanding and Agreement between HydrantID and Client with respect to any service purchased hereunder and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

g) *Applicable Law; Venue.* This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to conflict of laws rules. Any legal action or proceeding with respect to this Agreement or the HydrantID Certificate Administration Console and Technology Service shall be brought exclusively in the state or federal courts of Salt Lake County, Utah, USA, and Client hereby irrevocably (a) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, (b) waives any claim that any such courts lack personal jurisdiction over it, and agrees not to plead or claim, in any legal action proceeding with respect to this Agreement in any such courts, that such courts lack personal jurisdiction over it and (c) waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the aforesaid courts and hereby further irrevocably, to the extent permitted by applicable law, waives its rights to plead or claim and agrees not to plead or claim in any such courts that any such action or proceeding brought in any such courts has been brought in an inconvenient forum.

h) *English Version.* If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

<u>Upon the Client clicking "Accept" on the web page this agreement is SIGNED by electronic signature as of the date and time the Client clicked "Accept".</u>

SCHEDULE A
Service Level Agreement

a) ***Service Level Commitments***. HydrantID or authorized reseller shall provide initial application training and support to the client by remote session or in person, as may be required in HydrantID's discretion. HydrantID shall provide administrators access to both online help and telephone support to enable administrators to process Certificate requests on a timely basis. HydrantID will perform the services described herein in accordance with the following service level commitments:

   i) ***Availability of Services.*** The HydrantID Certificate Administration Console and Technology production service will be operational 24 hours per day, 7 days per week, and 365 days per year. The services will be deemed operational if they are available 99.5 % of the time on a monthly basis. Scheduled downtime will not exceed seven hours per month and will occur (i) on Saturdays or Sundays, or (ii) at such other times and days as HydrantID may deem necessary, provided HydrantID gives Client at least three calendar days advance written notice of such other time and day for scheduled downtime. As the HydrantID Certificate Administration Console and Technology application is dependent on the availability of Internet communications, HydrantID does not and cannot provide a service level guarantee that the HydrantID Certificate Administration Console and Technology service will be accessible by Client on an uninterrupted basis.

   ii) **Response Times.** Upon receipt of properly submitted instructions to issue a Certificate, ninety-nine percent (99.5%) will result in the issuance of a Certificate within 30 minutes, measured from the time the incoming Certificate request arrives at HydrantID's firewall until departure of the outgoing, issued Certificate at HydrantID's firewall. This time commitment excludes delays due to Internet latency, which are outside of HydrantID's reasonable control.

   iii) ***Corrective Action.*** Upon learning of a Service Level Failure, HydrantID will initiate a corrective action plan (including appropriate corrective measures to resolve such failure and review of processes to minimize the likelihood of a recurrence of such failure), which will be made available to Client upon request.

   iv) ***Customer Support.*** HydrantID or authorized reseller or agent (collectively referred to as HydrantID for this section 3.C. iv) will provide to Client with technical support as follows:

      (i)   HydrantID' Support will be available from 8 a.m. to 5:30 p.m. Mountain Time, Monday through Friday, excluding the following public holidays: New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and any other major national holidays. HydrantID will provide on-call telephone support at all other hours for emergencies and critical failures, through an answering service that will contact HydrantID personnel by pager or cellular telephone.

(ii)   All incoming support requests will be logged and assigned to a technician (if appropriate), escalated (if necessary), and followed until resolution of the issue.

v) **Severity Levels.** HydrantID will attempt to resolve all problems within its capabilities on the initial call. In the event the original support technician cannot timely resolve the problem, the problem shall immediately escalate to the next level of expertise. HydrantID will endeavor to resolve all reported issues in a timely manner. Specifically, reported issues will be handled based on the following Severity Levels:

Severity Level 1: No productive work can be accomplished, i.e., Certificate approval and issuance services are down.
Response Time: One (1) hour
Response: A HydrantID Response Team, including manager level and technical expertise, will immediately define the issue and seek resolution, utilizing any necessary HydrantID personnel.
Status Updates: HydrantID will notify Client every two hours regarding progress towards resolution.

Severity Level 2: Urgent, high-impact problem where production is proceeding, but in a significantly impaired fashion.
Response Time: two (2) hours
Response: HydrantID support personnel and relationship manager will actively seek resolution and involve technical support and engineering personnel as necessary.
Status Updates: HydrantID will notify Client every four hours regarding progress towards resolution.

Severity Level 3: An important issue exists that does not have a significant impact on current productivity.
Response Time: Within twelve (12) business hours
Response: HydrantID support personnel will seek resolution and involve technical support/engineering management as necessary.
Status Updates: HydrantID will notify Client upon resolution.

Severity Level 4: A request for information, an enhancement, or issues requiring no further action beyond monitoring for follow-up if needed.
Response Time: Within two (2) business days.
Response: HydrantID support personnel will address the issue in the normal course of business.
Status Updates: HydrantID will notify Client upon resolution.