

Evident ID, Inc.

Insurance Certificate Tracking

Agreement for Subscription Services #9815

These Subscription Terms and Conditions (these "Terms and Conditions") are by and between Evident ID, Inc. ("Evident") and the customer identified in the applicable Order Form ("Relying Party"). The applicable Order Form and these Terms and Conditions constitute the entire agreement between Evident and Relying Party (the "Agreement"). BY AGREEING TO AN ORDER FORM THAT INCLUDES THESE TERMS AND CONDITIONS BY REFERENCE OR USING THE SUBSCRIPTION SERVICES, RELYING PARTY ACKNOWLEDGES THAT IT HAS REVIEWED AND ACCEPTS THE TERMS AND CONDITIONS. IF RELYING PARTY DOES NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, DO NOT ACCESS OR OTHERWISE USE THE SUBSCRIPTION SERVICES.

1. DEFINITIONS.

"Aggregated Statistics" means any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by the Subscription Services or by use of the Subscription Services, which Evident collects, gathers and aggregates periodically as part of its services. Aggregated Statistics is de-identified data and information that Evident, its affiliates, licensors, partners and designated agents may use (on a non-attributed basis) for any purpose.

"API" means the application programming interface accessible by Relying Party from Evident and any information provided by the application programming interface.

"Authorized End User" means any user of Relying Party who obtains or accesses their Evident ID using the Subscription Services through the Interface.

"Authorized Relying Party User" means any individual employees, agents, or contractors of Relying Party accessing or using the Subscription Services on behalf of Relying Party under the rights granted to Relying Party pursuant to this Agreement.

"Confidential Information" means all written or oral information, disclosed by either party to the other, related to either party or a third party, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation, trade secrets, know-how, technology specifications, Authorized End User, Authorized Relying Party User and customer lists, sales, cost or other unpublished financial information or marketing data. Confidential Information includes without limitation, Evident's proprietary processes and information associated with the Subscription Services, the Documentation, the Interface, Relying Party Data, any related data of Evident, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes of either party.

"Data Protection Laws" means all data protection, data privacy, and cybersecurity laws applicable to the respective party in its role in the processing of the data of Authorized End Users under the Agreement, including, where applicable, EU Data Protection Law, FCRA, DPPA and CCPA. "CCPA" means the California Consumer Privacy Act of 2018 and all rules and regulations promulgated pursuant thereto, in each case as retained, amended, extended, re-enacted, implemented or otherwise given effect. "EU Data Protection Law" means all legislative acts concerning data protection, including regulations and directives, adopted by the European Parliament and the Council of the European Union, including GDPR. "GDPR" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). Any reference to the applicable law of the European Economic Area, including the GDPR, that is directly applicable or directly effective in the United Kingdom at any time is a reference to such law as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on the 31st of January 2020. The terms "data processor" and "data controller" have the meanings given them in GDPR or, where GDPR does not apply, the terms in other applicable Data Protection Laws that reasonably correspond to these terms.

"Data Services" means the information and data including any analytical analysis provided to Relying Party from the Subscription Services.

“Documentation” means technical, text and/or graphical documentation or manuals, whether in digital or printed format, that describe the features, functions and operation of the Subscription Services, which materials are designed to facilitate use of the Subscription Services.

“Evident ID” means all the data, content and/or information provided, uploaded, and/or posted by or on behalf of Authorized End Users in connection with such Authorized End User’s authorized use the Subscription Services.

“Intellectual Property Rights” means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

“Interface” means the mobile interface or online portal which (i) Authorized End Users enter information for such Authorized End User’s Evident ID and (ii) Authorized Relying Party Users enter Relying Party Data.

“Order Form” means the ordering documents, registration pages, or purchase orders submitted for access to the Subscription Services that are executed hereunder by Evident and Relying Party from time to time, including modifications, supplements and addend thereto.

“Relying Party Data” means all the data, content and/or information provided, uploaded, and/or posted by Relying Party or an Authorized Relying Party User in connection with Relying Party’s authorized use of the Subscription Services, which for avoidance of doubt, does not include any Evident ID.

“Subscription” means Relying Party’s, its Authorized Relying Party Users’ and its Authorized End Users’ access rights to the Subscription Services and use of the Interface, which may include support as set forth in and Order Form.

“Subscription Services” means Evident’s proprietary technology and application software provided by Evident on a software-as-a-service basis through which Evident processes the Evident ID.

“Subscription Term” means the subscription period for Relying Party’s use of the Subscription Services as set forth in an Order Form.

“Supplier” means a third party supplier of information that may be available to Relying Party, an Authorized End User or an Authorized Relying Party User via the Subscription Services.

2. ORDERING AND PURCHASES. Subject to the terms and conditions contained in the Agreement, Relying Party may purchase subscriptions to access and use the Subscription Services pursuant to Order Forms. Relying Party agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Evident regarding any future functionality or features. If there is any inconsistency between an Order Form and these Terms and Conditions, these Terms and Conditions will control.

3. ACCESS AND USE.

3.1. Provision of Access to the Subscription Services. Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right to access the features and functions of the Subscription Services during the Subscription Term, subject to the limitations set forth in the Order Form, in connection with the operation of the business of Relying Party. Relying Party will undertake reasonable efforts to make all Authorized Relying Party Users aware of the provisions of this Agreement as applicable to such Authorized Relying Party User’s use of the Subscription Services and will cause Authorized Relying Party Users to comply with such provisions. The Subscription Services are made available to Relying Party solely as hosted by or on behalf of Evident, and nothing in this Agreement will be construed to grant Relying Party any right to receive any copy of the Subscription Services or any software. The scope of the Subscription is based upon Relying Party’s then current subscription level as further specified in the applicable Order Form. The Data Services provided through the Subscription Service is subject to any specific terms and conditions applicable to the Data Services. THE REMAINING TERMS IN THIS SECTION ONLY APPLY IF SPECIFIC SERVICES OF THE SUBSCRIPTION SERVICES ARE USED. If Relying Party is using the Subscription Services for “employment purposes” or any other

purpose covered by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. ("FCRA"), the terms and conditions titled Additional Obligations Regarding the Use of Consumer Reports (<https://www.evidentid.com/evident-relying-party-fcra-appendix/>) shall also apply. If Relying Party is using the Subscription Services for Motor Vehicle Report information ("MVRs"), the terms and conditions titled Additional Obligations Regarding the Use of DPPA Regulated Information (<https://www.evidentid.com/evident-relying-party-dppa-appendix/>) shall also apply. If Relying Party is using the Subscription Services for any service involving pictures of a face, facial geometry, or anything else that could be considered biometric information, the terms and conditions titled Additional Obligations Regarding the Use of Biometric Data (<https://www.evidentid.com/evident-biometric-data-addendum/>) shall also apply.

3.2. API License. Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right and license to access the API during the Subscription Term for Relying Party's internal purposes in connection with use of the Subscription Services as contemplated herein.

3.3. Documentation License. Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term for Relying Party's internal purposes in connection with use of the Subscription Services as contemplated herein. Copies of the Documentation may not be distributed to third parties.

3.4. Suspension. Notwithstanding anything to the contrary in this Agreement, Evident may suspend Relying Party's, any Authorized Relying Party User's and any Authorized End User's access to any portion or all of the Subscription Services if Evident reasonably determines that (i) there is a threat or attack on any portion of the Subscription Services; (ii) Relying Party's, any Authorized Relying Party User's or any Authorized End User's use of the Subscription Services is improper, fraudulent, illegal or disrupts or poses a security risk to the Subscription Services or any other customer or vendor of Evident; (iii) Relying Party is in breach of any provision or requirement of the Order Form or these Terms and Conditions, including being materially overdue on its payment obligations to Evident; (iv) subject to applicable law, Relying Party has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, or (v) Evident's provision of the Subscription Services to Relying Party, any Authorized Relying Party User or any Authorized End User is prohibited by applicable law or is no longer possible due to restrictions by a Supplier (each such suspension, a "Service Suspension"). Evident will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Relying Party (including notices sent to Relying Party's registered email address) and to provide updates regarding resumption of access to the Subscription Services following any Service Suspension. Evident will use commercially reasonable efforts to resume providing access to the Subscription Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Evident will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Relying Party, any Authorized Relying Party User or any Authorized End User may incur as a result of a Service Suspension.

3.5. Aggregated Statistics. Relying Party acknowledges and agrees that Evident may compile and use de-identified Aggregated Statistics. To the extent necessary, Relying Party hereby grants Evident a royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Statistics from data, including Relying Party Data that has been de-identified, gathered or generated directly by the Subscription Services or by Relying Party's use of the Subscription Services.

4. RELYING PARTY RESPONSIBILITIES.

4.1. Usage Restrictions. Relying Party will not, and will not permit any Authorized Relying Party User or any Authorized End Users to, (i) copy or duplicate any portion of the Subscription Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Subscription Services are compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Subscription Services, or attempt to do any of the foregoing, and Relying Party acknowledges that nothing in this Agreement will be construed to grant Relying Party any right to obtain or use such source code; (iii) modify, alter, tamper with or repair the Subscription Services, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Evident; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of the Subscription Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Subscription Services; (vi) use the Subscription Services for marketing purposes or resell or broker the Subscription Services to any third party; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Relying Party's rights under Section 3.1, 3.2 and 3.3 of these Terms and Conditions. Relying Party will not use the Subscription Services except in compliance with these Terms

and Conditions. Relying Party will ensure that its use of the Subscription Services complies with all applicable laws, statutes, regulations or rules and will not use or compile any data from the Subscription Services for the purpose of any illegal activities.

4.2. Access, Terms of Use and Privacy Policy. Relying Party will provide reasonable cooperation, assistance, information and access to Evident as may be necessary to initiate Relying Party's use of the Subscription Services. Relying Party will ensure Authorized Relying Party Users know that the Subscription Services will only be used for business purposes; and Relying Party acknowledges and agrees that it is responsible for the acts or omissions of any person who accesses the Subscription Services using passwords or access procedures provided to or created by Relying Party. Evident reserves the right to refuse registration of, or to cancel, login credentials that violate the terms and conditions set forth in the Agreement.

4.3. Compliance with Data Protection Laws.

By Relying Party: Relying Party agrees that: (i) it will comply with its obligations under Data Protection Laws in its processing of Relying Party Data and Authorized End User data, including any obligations to third parties related to such processing; (ii) it has provided all notice and obtained all consents, permissions and rights necessary under Data Protection Laws for Evident to lawfully process Relying Party Data, Authorized End User data and Authorized Relying Party User data for the performance of this Agreement, including the delivery of the Subscription Services; and (iii) it shall ensure its processing instructions are lawful and that the processing of Relying Party Data, Authorized End User data and Authorized Relying Party User data in accordance with such instructions will not violate applicable Data Protection Laws.

By Evident: Evident agrees that it will comply with its obligations under Data Protection Laws in its processing of Relying Party Data and Authorized End User data and that it will maintain in place throughout the term of this Agreement reasonable and appropriate physical, administrative and technical data security measures in order to protect such data.

4.4. Relying Party Data. Each party shall implement security practices and measures adequate to preserve the confidentiality and security of data in its possession or under its control as required by Data Protection Laws and, at a minimum, shall implement and maintain reasonable security practices and procedures to protect Relying Party Data and Authorized End User data in its possession from unauthorized access, destruction, use, modification, or disclosure or otherwise. Relying Party acknowledges (i) Evident does not assess the contents of Relying Party Data and therefore Relying Party is responsible for determining the suitability of Evident's security measures and for making appropriate use of the Subscription Services to ensure a level of security appropriate to the particular nature of Relying Party Data and Authorized End User data; and (ii) that Authorized End Users may independently subscribe to Evident services that authorize Evident to process their personal data, such as Evident IDs, independently from the Subscription Services. Except as it relates to Relying Party Data, this Agreement does not apply to such independently-subscribed services or any Authorized End User data that is subject to such independent subscriptions with Evident.

5. PRICING AND PAYMENTS.

5.1. Fees and Invoicing. Relying Party will pay all fees for the right to use the Subscription Services as set forth in the Order Form. Unless otherwise provided in the applicable Order Form, all fees will be due on receipt of invoice issued by Evident. Payment obligations are non-cancelable, and fees paid are non-refundable. Relying Party is responsible for providing complete, accurate billing and contact information and notifying Evident of any changes to such information. The total amount of this Agreement shall not exceed \$84,400, inclusive of all costs, taxes, and expenses.

5.2. Credit Card & ACH Payments. If Relying Party provides credit card or ACH information to Evident, Relying Party authorizes Evident to charge such credit card or complete such ACH for all fees listed in the Order Form including for the initial Subscription Term and any renewal subscription term(s) as set forth in the Order Form. Such charges shall be made in advance, either annually or in accordance with the billing frequency stated in the applicable Order Form.

5.3. Automatic Renewal. Relying Party understands and agrees that, depending on Relying Party's choice of Subscription, Evident will automatically renew Relying Party's Subscription (each, an "Automatic Renewal") annually. The pricing during any renewal term may increase by up to two (2) times the then-current Consumer Price Index (CPI) above the applicable pricing in the prior Subscription, unless Evident provides Relying Party notice of different pricing

at least sixty (60) days prior to the applicable renewal term. If Relying Party chooses not to renew the current Subscription, Relying Party must provide written notice (including by e-mail) thirty (30) days prior to the end of the then-current Subscription Term.

5.4. Taxes. Relying Party will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Evident's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Relying Party will make all required payments to Evident free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Evident will be Relying Party's sole responsibility, and Relying Party will, upon Evident's request, provide Evident with official receipts issued by the appropriate taxing authorities, or such other evidence as Evident may reasonably request, to establish that such taxes have been paid.

6. CONFIDENTIALITY.

6.1. Ownership of Confidential Information. The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing party or such third party.

6.2. Mutual Confidentiality Obligations. Each party agrees as follows: (ii) to use Confidential Information disclosed by the other party only for the purposes described herein; (iii) that such party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iv) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (v) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (vi) to return or destroy, pursuant to Section 10.3, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement.

6.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; (y) or as otherwise necessary to comply with applicable law, or (z) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

7. PROPRIETARY RIGHTS.

7.1. Evident Ownership. Except for the rights expressly granted by Evident to Relying Party under this Agreement, as between the parties Evident owns and retains all right, title and interest in and to the Subscription Services, the Documentation, the Aggregated Statistics and all of Evident's content, including without limitation, information, text, graphics, links, documents, data, materials, tools, icons, audio, visual, software, symbols, and characters incorporated into and available through the Subscription Services, and all Intellectual Property Rights therein (collectively, the "Evident IP"). Except as otherwise set forth in these Terms and Conditions, nothing contained in this Agreement will be construed as conferring upon Relying Party, by implication, operation of law or otherwise, any other license or other right in or to the Evident IP. Relying Party will not take any action inconsistent with Evident's ownership of the Evident IP.

7.2. Relying Party Ownership. As between the parties, Relying Party owns and retains all right, title and interest in and to the Relying Party Data and all Intellectual Property Rights therein (collectively, the "Relying Party IP"). Except as otherwise set forth in these Terms and Conditions, nothing will be construed as conferring upon Evident, by implication, operation of law or otherwise, any other license or other right in or to the Relying Party IP. Evident will not take any action inconsistent with Relying Party's ownership of the Relying Party IP. Relying Party acknowledges that Authorized End Users have an ownership interest in their respective Evident ID and may use their Evident ID at their discretion.

7.3. Feedback. If Relying Party, Authorized Relying Party Users or Authorized End Users send or transmit any communications, comments, questions, suggestions, or related materials to Evident, whether by letter, email, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Subscription Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be exclusively owned by Evident. Relying Party hereby assigns all right, title, and interest in, and Evident is free to use, without any attribution or compensation to Relying Party, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Relying Party agrees and understands that Evident is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Relying Party has no right to compel such use, display, reproduction, or distribution.

7.4. Use of Marks. Relying Party expressly authorizes Evident to use the indicia (i.e., name, logo, trademarks) of Relying Party as follows: (i) as needed as part of the provision of the Subscription Service, (ii) in discussions with individual customers or potential customers, and (iii) generally on its website and for sales and marketing purposes provided that for any such usage under this subsection (iii) Relying Party has provided its approval of such usage.

8. WARRANTIES, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1. Mutual Warranties. Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, (ii) that the Agreement constitutes a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms and (iii) that it will comply with any and all local, state and/or national laws, and/or regulations applicable to such party, including those related to data privacy and the transmission of personal data.

8.2. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE DATA SERVICES, AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND EVIDENT, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, EVIDENT, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES, THE DATA SERVICES, OR THE DOCUMENTATION WILL MEET RELYING PARTY'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIPTION SERVICES OR THE DATA SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE, OR THAT ALL ERRORS WILL BE CORRECTED. EVIDENT DOES NOT GUARANTEE RELYING PARTY'S COMPLIANCE WITH ALL APPLICABLE LAWS IN ITS USE OF REPORTED INFORMATION AND DOES NOT PROVIDE LEGAL OR OTHER COMPLIANCE RELATED SERVICES UPON WHICH RELYING PARTY MAY RELY IN CONNECTION WITH ITS FURNISHING OF REPORTS. RELYING PARTY UNDERSTANDS THAT ANY CONVERSATION OR COMMUNICATION WITH EVIDENT'S REPRESENTATIVES REGARDING SEARCHES, VERIFICATIONS OR OTHER SERVICES OFFERED BY EVIDENT ARE NOT TO BE CONSIDERED A LEGAL OPINION REGARDING SUCH USE. RELYING PARTY AGREES THAT IT WILL CONSULT WITH ITS OWN LEGAL OR OTHER COUNSEL REGARDING THE USE OF BACKGROUND SCREENING SERVICES, INCLUDING BUT NOT LIMITED TO, THE LEGALITY OF USING OR RELYING ON REPORTED INFORMATION, DEVELOPMENT OF INTERNAL POLICIES AND PROCEDURES, AND ADVERSE ACTION PROCESSES.

8.3. Exclusions of Remedies; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREUNDER OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE TOTAL AMOUNT OF ALL FEES PAID TO EVIDENT BY RELYING PARTY UNDER SECTION 5 DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. NOTWITHSTANDING THE FOREGOING, ANY BREACHES OF CONFIDENTIALITY AND DATA PRIVACY RESPONSIBILITIES HEREUNDER WILL NOT BE SUBJECT TO THE ABOVE LIMITATIONS. THAT SAID, A

PARTY WILL NOT BE LIABLE FOR DAMAGES DUE TO BREACHES OF CONFIDENTIALITY AND DATA PRIVACY OBLIGATIONS HEREUNDER IN AN AMOUNT THAT EXCEEDS FIVE HUNDRED THOUSAND DOLLARS (\$500,000) IN THE AGGREGATE DURING THE TERM.

8.4. Essential Basis of the Agreement. Relying Party acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the parties, that the parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

9.1. Relying Party will defend Evident against any and all actions, demands, claims, and suits and indemnify and hold Evident harmless from any and all liabilities, damages, and costs (including without limitation reasonable attorneys' fees, costs, and fees of litigation) to the extent arising out of: (i) Relying Party's use of the Subscription Services or (ii) Relying Party's gross negligence or willful misconduct. In the event Evident seeks indemnification or defense from you under this provision, Evident will promptly notify you in writing of the claim(s) brought against Evident for which it seeks indemnification or defense. Evident reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. Relying Party may not enter into any third party agreement, which would, in any manner whatsoever, affect the rights of Evident, constitute an admission of fault by Evident or bind Evident in any manner, without the prior written consent of Evident. In the event Evident assumes control of the defense of such claim, Evident will not settle any such claim requiring payment from Relying Party without Relying Party's prior written approval.

9.2. Evident will defend Relying Party against any and all actions, demands, claims and suits to the extent arising out of any claim that the Subscription Services infringe on or violate any intellectual property rights of any third party. In the event Relying Party seeks indemnification or defense from Evident under this provision, Relying Party will promptly notify Evident in writing of the claim(s) brought against Relying Party for which it seeks indemnification or defense. Evident may not enter into any third party agreement which would, in any manner whatsoever, constitute an admission of fault by Relying Party without the prior written consent of Relying Party.

10. TERM AND TERMINATION.

10.1. Term. The term commences on November 1, 2025, or upon initial usage of service as set forth on the applicable Order Form and, subject to Section 5.3 or other agreed renewal, will remain in effect until the later of: a period of three (3) years from the date of last signature below or the latest Subscription Term end date.

10.2. Termination. This Agreement may be earlier terminated by either party (i) if the other party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of non-payment) after receiving written notice of such breach from the non-breaching party; (ii) immediately if Evident reasonably believes Relying Party or an Authorized Relying Party User is misusing the Subscription Services or (iii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.3. Effects of Termination. Upon any expiration or termination of this Agreement:

(a) All rights and obligations of the parties will cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of this Agreement will survive;

(b) Relying Party will make no further use of the Subscription Services or the Documentation, provided that no termination will relieve the Relying Party of the obligation to pay any fees accrued or payable to Evident;

(c) Relying Party will immediately pay to Evident all amounts due and payable to Evident hereunder, inclusive of any minimum monthly or annual amounts in place for the applicable Subscription Term;

(d) All Order Forms hereunder shall terminate;

(e) Evident has no obligation to retain Relying Party Data following thirty (30) days after complete termination of the Agreement; and

(f) Upon termination, each party will delete any of the other party's Confidential Information still in their possession (with the exception of Relying Party Data as set forth in the preceding paragraph and as required to comply with applicable law) from computer storage or any other media including, but not limited to, online and off-line libraries; and each party will return to the other party or, at the other party's option, destroy, all physical copies of any the other party's Confidential Information.

10.4. Survival. Any provision of these Terms and Conditions which, either by its terms or to give effect to its meaning, must survive, including the provisions titled Confidentiality, Proprietary Rights, Warranties, Disclaimers, Exclusions and Limitations on Liability, Indemnification, Effects of Termination and General Provisions will survive.

11. GENERAL PROVISIONS.

11.1. Entire Agreement. This Agreement (which includes any Order Form completed by Relying Party, as well as those terms and documents incorporated by reference) constitute the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated herein will be of any force and effect, and no changes in or additions to this Agreement will be recognized unless incorporated herein by amendment as provided herein and signed by duly authorized representatives of both parties. The application of Relying Party's general terms and conditions in any general vendor acknowledgement or Relying Party's other general purchasing conditions (including pre-printed boilerplate terms) are hereby expressly excluded, rejected, and objected to by Evident. This Agreement will apply and supersede the pre-printed terms and conditions of any form submitted by either party, unless such form is expressly included herein.

11.2. Audit. Relying Party understands and agrees that in order to ensure compliance with applicable law and Evident's obligations under its contracts with Suppliers, Evident may conduct periodic reviews of Relying Party's use of the Subscription Services and may, upon reasonable notice, audit Relying Party's records, processes and procedures related to Relying Party's use, storage and disposal of the Subscription Services and information received therefrom. Relying Party agrees to cooperate fully with any and all audits.

11.3. Waivers, Consents and Modifications. No waiver, consent or modification of this Agreement will bind Evident or Relying Party unless in writing and signed by the party against which enforcement is sought. This Agreement may be modified solely upon the written agreement of both Relying Party and Evident. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.

11.4. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.5. Governing Law. The laws of the State of Georgia, excluding its conflicts of law rules, govern this Agreement. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Fulton County, Georgia, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction will apply to this Agreement.

11.6. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party will give written notice thereof to the other party and its performance will be extended for the period of delay or inability to perform due to such occurrence.

11.7. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to Relying Party shall be in duplicate and addressed as follows:

To Relying Party:

With a copy to:

County of El Dorado
Risk Management Division
330 Fair Lane
Placerville, California 95667

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Joseph Carruesco
Director of Human Resources

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Evident shall be addressed as follows:

Evident ID, Inc.
945 East Paces Ferry Road NE, Suite 1700
Atlanta Georgia

Attn.: David Thomas, Chief Executive Officer

or to such other location as Evident directs

Legal notices should be sent to legal@evidentid.com. All notices will be in English, effective upon receipt.

11.8. Assignment. This Agreement will be binding upon and for the benefit of Evident, Relying Party and their permitted successors and assigns. Either party may assign this Agreement to its affiliates and as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or business to which this Agreement relates, with notice to the other party. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

11.9. Publicity. Relying Party shall not reference Evident or the existence of this Agreement publicly without the prior, express written consent of Evident. Any such approved usage of Evident indicia (i.e., name, logo, trademarks) by Relying Party shall be in compliance with Evident's brand and marks usage guidelines as shared by Evident, and such use if proper shall not violate any Intellectual Property Rights or Confidential Information of Evident.

11.10. Independent Contractors. The parties will be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

11.11. Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Evident and performing work for Relying Party and who are considered to be consultant within the meaning of Title 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with Relying Party's Conflict of Interest Code. Relying Party's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Evident covenants that during the term of this Agreement neither it, or any officer or employee of Evident, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of Relying Party that are involved in this Agreement.

If Evident becomes aware of a conflict of interest related to this Agreement, Evident shall promptly notify Relying Party of the existence of that conflict, and Relying Party may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Section 10, Termination.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Evident shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Evident, if any, to any officer of Relying Party.

11.12. Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

11.13. Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Joseph Carruesco, Director, Human Resources Department, Chief Administrative Office, or successor.

IN WITNESS WHEREOF, each party hereto has executed and delivered this Agreement by a duly authorized representative as of the dates written below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"Relying Party"

--EVIDENT ID, INC. --

By: W. David Thomas
W. David Thomas (Sep 13, 2025 09:51:57 EDT)

Dated: 09/13/2025

David Thomas
Chief Executive Officer
"Evident"

By: W. David Thomas
W. David Thomas (Sep 13, 2025 09:51:57 EDT)

Dated: 09/13/2025

David Thomas
Corporate Secretary

Evident ID, Inc.

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Evident's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐

YES

☒

NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐

YES

☒

NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/13/2025

Date

Evident ID, Inc.

Type or write name of company

W. David Thomas

W. David Thomas (Sep 13, 2025 09:51:57 EDT)

Signature of authorized individual

W. David Thomas

Type or write name of authorized individual



Evident ID, Inc.

945 East Paces Ferry Road NE, Suite 1400, Atlanta, GA 30326

Tel : +1.877.832.5298, Email: sales@evidentid.com

www.evidentid.com

Remit To Address:

Evident ID, Inc

2810 N Church St, Suite 95997, Wilmington, DE 19802-4447

Quote Expiration: 10/30/2025

Order Form prepared for:

County of El Dorado

Entity Name (internal use): eldorado

Account ID (internal use): 001Rm00000ephBx

Date: 27-Aug-2025

Evident Contact: Bryan Cogliano

Email: bcogliano@evidentid.com

Phone: 949-432-1986

Service	Annual Platform Fee	Included Licenses	License Fee above Included
Insurance Verification-as-a-Service (IVaaS) - Managed Services Tier	\$27,300	1,000	\$27.30

Each License is for 1 year of service, and includes:

- Custom branding and communications
- Decisioning Engine includes Unlimited Coverage Types and Groups
- Notice of Cancellation Support (Digital and PO Box)
- Embedded insurance for third parties
- API/Integration Support, Unlimited admins/users
- Historic COI Access
- Managed Services

Full Service Onboarding (one-time) \$2,500.00

Billing Information		Billing Terms	
Address:	3330 Fair Lane Placerville, CA 95667	Term:	36 Months
		Onboarding Service:	Included in First Invoice
		Annual Platform Fee:	Invoiced Annually
Contact:	Karen Bianchini	All Other Fees and Services:	Invoiced Monthly, in Arrears
Email:	Karen.Bianchini@edcgov.us	Payment Terms:	30 Days from Invoice

Additional Terms

Initial Term:

November 1, 2025 - October 30, 2028 (Term begins at date listed or upon initial usage of service, whichever occurs sooner)

IVaaS:

- The licenses pack included in the Platform Fee will be activated when the term begins and renew annually.
- Insurance Verification is an annual subscription service whereby an individual 12-month service is Initiated upon activation of an individual insured.
- The subscription fee cannot be prorated, including upon termination of the agreement.
- Subscriptions will auto-renew on their anniversary unless the customer notifies Evident within 30 days of the renewal by marking an Insured as Inactive in Evident's system.

By signing this Order Form, you agree to: (a) purchase the products and services pursuant to the terms set forth herein; (b) authorize Evident to submit invoices for such payment; and (c) be bound by the Evident Relying Party Subscription Terms & Conditions (Agreement). This Order Form will renew as set forth in the Agreement, unless expressly stated otherwise herein.

Evident ID, Inc

Name: David Thomas

Title: Chief Executive Officer

Signature: W. David Thomas
W. David Thomas (Sep 13, 2025 09:51:57 EDT)

Date: 09/13/2025

County of El Dorado

Name: _____

Title: _____

Signature: _____

Date: _____