HydrantID SSL Certificate Services Agreement

HYDRANTID SSL CERTIFICATE SERVICES AGREEMENT
THIS HYDRANTID CERTIFICATE SERVICES AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN AVALANCHE CLOUD CORPORATION dba HYDRANTID AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("CLIENT"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO YOU IN UTILIZING THE HYDRANTID ENTERPRISE CERTIFICATE CONSOLE (TRUST/LINK SYSTEM) AND DIGITAL CERTIFICATE SERVICES.

All references to "HydrantID" as used herein shall mean the specific HydrantID entity with which you hold a contract. 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 signature provided as evidenced by the Client indicating "acceptance" on the electronic form.

1. DEFINITIONS

Capitalized terms not defined below shall have the meaning given to them in the applicable CP/CPS, unless the context requires otherwise.

"Certificate" or "Digital Certificate" means a digital identifier that, at least, states a name or identifies the issuing CA, identifies the Certificate Holder, contains the public key relating to the Certificate Holder 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, CA shall mean HydrantID.

"Certificate Holder" means either the Individual to whom an end user Certificate is issued, referred to as a Registrant in the Trust/Link system or the Individual responsible for requesting, installing and maintaining the trusted system for which an SSL Certificate has been issued, referred to as a Subscriber in the Trust/Link system.

"Certificate Holder Agreement" is the agreement relating to the provision of designated Certificate-related services that governs the Certificate Holder's rights and obligations related to the Certificate. The Certificate Holder Agreement may be accessed at https://www.hydrantid.com/support/repository

"Certificate Policy and Certification Practice Statement" or "CP/CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. The current version of the CP/CPS can be found online at https://www.hydrantid.com/support/repository

"Primary Administrator" means an individual employed, contracted or otherwise affiliated with Client who has been named by Client as provided in this Agreement as a Primary Administrator, with authority, to act and or appoint and authorize other Administrators to act on the Trust/Link system, including his or her replacement.

"HydrantID PKI" means the Certificate-based Public Key Infrastructure governed by the HydrantID CP/CPS which enables the deployment and use of Certificates by HydrantID and its affiliates, and their respective customers, Subscribers, and relying parties.

"Secure Signature Creation Device" (SSCD) means a secure container specifically designed to carry and protect a digital certificate, which meets the following requirements laid down in Annex III of Directive 1999/93/EC

"Trust/Link Service" means the Trust/Link web-based Certificate administration application operated by HydrantID for the purposes of utilizing the HydrantID PKI and applying for Digital Certificates for purposes of administering Secure Sockets Layer (SSL) technology.

2. License Grant

HydrantID hereby grants to Client a non-exclusive and non-transferable license to use the Trust/Link Service for the purposes of utilizing the HydrantID PKI and applying for Digital Certificates for purposes of administering Secure Sockets Layer (SSL) technology. Approval of all certificate requests and subsequent issuance through the Trust/Link system will be at the sole discretion of HydrantID and its Root Certificate Authority. The License Grant is restricted to utilizing the HydrantID Certificate services for the purposes of securing Client-owned domain names, computer systems and servers, or domain names, computer systems and servers under Client's direct administrative control and for the Client's sole business use, and may not be used to secure 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. Client shall disclose to HydrantID all HydrantID Certificate use case information to HydrantID. Client is limited to establishing a maximum of three (3) Trust/Link system administrators in the Trust/Link system and may request and issue SSL certificates for Fully- Qualified Domain Names (FQDNs) that have been approved by HydrantID. Domain name approval will be at HydrantID's sole discretion and determination. Client may not issue HydrantID SSL certificates to internal host names or IP addresses. Client may request and issue unlimited SSL certificates for approved domains as long as the volume of certificate request and issuance is within HydrantID's technical and operational capabilities, 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 and acceptance of all application requirements by Client.

3.1 HydrantID Issuing CA Obligations

HydrantID shall operate the HydrantID PKI in accordance with industry best practice and with the following standards:

· WebTrust for Certification Authorities;
· WebTrust for Extended Validation; and
· ETSI TS 101 456

HydrantID shall be the CA responsible for issuance or revocation of a Certificate upon the electronic instruction of the Client following the HydrantID's authentication, validation and approval of the data entered into the Trust/Link system.

3.2 HydrantID Enterprise SSL Trust/Link Services

HydrantID shall provide the Trust/Link 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 in compliance with the CP/CPS through its Administrators. Upon Client'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 in accordance with the CP/CPS.

3.3 Service Level Commitments

HydrantID shall provide initial application training and support to the Primary Administrator and such additional administrators by remote session or in person as may be required. 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 relevant CP/CPS and with the service level commitments set forth in HydrantID's document repository at https://www.hydrantid.com/support/repository/

4. CLIENT'S OBLIGATIONS

4.1 Client's Obligations with Respect to its Administrators

4.1.1 Primary Administrators

Concurrent with the execution of this Agreement, Client appoints one or more of its employees, employees of affiliated companies, or its/their agents to act as Primary Administrator(s). Client may at any time during the term of this Agreement add or remove an employee from its list of designated Primary Administrators by submitting a revised Administrator Appointment Form in writing to HydrantID. Client hereby delegates authority to its Primary Administrators and confirms that the individuals appointed by Client as Primary Administrators have authority to:

i. Communicate with HydrantID regarding all matters relating to this Agreement;
ii. Appoint additional Administrators on Client's behalf and assign such permissions on the Trust/Link system, which they may require (collectively "Administrator");
iii. Remove Administrators by complying with such reasonable change procedures as may be established by HydrantID;
iv. Communicate details of process for initial Certificate requests to Registrants and Subscribers who may submit Certificate requests and ensure Subscribers and/or Registrants agree to the Certificate Holder Agreement found online at https://www.hydrantid.com/support/repository. Receive and install issued Certificates and request revocation of Certificates that they have requested;

v. Create Organizations and/or complete Organization requests only for organizations for which HydrantID has completed satisfactory due diligence process determined by HydrantID; such requests to include the formal legal organization name of the entity as well as the jurisdiction in which that legal entity is registered and the primary place of business of the entity; and

vi. Create Common Names and/or complete Common Name requests only for those domains for which HydrantID has completed satisfactory due diligence process for SSL certificates as determined by HydrantID; such requests to include the registered name of the domain.

If at any time there are no currently named Primary Administrators, the person signing this Agreement on behalf of Client shall be considered the Primary Administrator for Client. Client shall cause its Administrators who receive a Certificate hereunder to abide by the terms of this agreement.

4.2.2 Administrator Certificates.

4.2.2.1 Issuance.

HydrantID will issue an Administrator ID Certificate ("AdminID") to identified individuals for use in accordance with this Agreement. Upon receipt of his or her AdminID, the Administrator is obliged to review it to determine whether there are errors or other problems associated with the AdminID, in which event the AdminID must be revoked and a corrected AdminID issued to the individual.

4.2.2.2 Revocation of AdminID by Client

Each Administrator shall be responsible for requesting revocation of his or her AdminID whenever the Administrator has reason to believe that their Private Key has been lost, accessed by another individual, or otherwise compromised. Furthermore, in the event that a designated Administrator (i) leaves the employment of Client; (ii) assumes a position in which the individual will no longer have Administrator responsibilities; or (iii) for any other reason becomes unsuitable or unauthorized by Client to act as an Administrator, Client shall immediately request revocation of the applicable AdminID.

4.3 Client's Obligations with Respect to Certificates

4.3.1 Application and Issuance. Administrators shall:

i. Provide all information required to ensure that approval of Certificate Applications will not result in Erroneous Issuance 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;

ii. Approve a Certificate Application only if the appropriate vetting has been performed by HydrantID; and,

iii. Confirm that he or she is the only person possessing the Administrator's Certificate Private Key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information.

4.3.2 Certificate Revocation

If Client's customer's organizational names change, 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. For personal Digital Certificates, revocation should be requested if the Certificate Holder's name or organization details are subject to change.

4.3.3 Certificate Usage Restrictions

Client shall not use a Digital Certificate (i) to perform private or public key operations in connection with any individuals, domain name(s) and/or organization name other than the one(s) submitted by Client's Administrators or Administrators for which technical responsibilities are outsourced to Client and approved by HydrantID.

4.4 Warranties of Client

Client warrants to HydrantID that: (i.) They have 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) to the best of its knowledge, the information to be listed (including the identity of the Subscriber) in the Certificate is current, accurate and complete.

5. DISCLAIMER AND LIMITATION OF LIABILITY

5.1 Warranty

HydrantID warrants and represents to Client that:

i. the HydrantID PKI, the software and any other services provided by HydrantID under this Agreement will be provided to internationally accepted standards and/ or such standard of care as is to be expected from an authorized accredited professional certification provider of digital signature Certificates;

ii. HydrantID has the right to grant or allow Client to use the HydrantID PKI, the Trust/Link Service, Certificates and any other products or services provided by HydrantID under this Agreement;

iii. 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 (including governmental authorities);

iv. the HydrantID PKI, the Products and any other services provided by HydrantID under this Agreement shall achieve the objectives and aims as set out in the CP/CPS (including without limitation, that the Private Keys and Public Keys will function together in a complementary manner) when used by Client, its employees or any counterparty in accordance with the CP/CPS and the appropriate software application; and

v. the HydrantID PKI, software and any other services provided by HydrantID under this Agreement will have the functionalities, integrity, authenticity, security and confidentiality features as more particularly described in the CP/CPS.

5.2 Remedy

Exclusive remedy for breach of HydrantID's warranties under Clause 5.1 with respect to any Certificate shall be in accordance with the terms in the CP/CPS.

5.3 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.

5.4 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 AND INADDITION TO ANY LIMITATION OF LIABILITY IN THE CP/CPS, THE MAXIMUM AGGREGATE LIABILITY OF HYDRANTID TO CLIENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO HYDRANTID 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.

6. FEES

6.1 Payment of Fees

Client shall pay applicable program fees as established by HydrantID through any order form or otherwise for services, product, technology and/or licenses provided by HydrantID to Client (the "Fees"). HydrantID reserves the right to change fees in the future for the same or similar service, products, technology and/or licenses procured initially under this Agreement. Any Fees owed by Client shall be free of any royalty, export, or withholding, taxes, duties or excises at a local or national level. All Fees are due immediately and are non-refundable, except as otherwise expressly stated herein. Client will pay the Fees set forth in a valid and properly issued and submitted invoice. All Fees shall be due and payable, net of any discounts or set-offs, within thirty (30) days from the receipt of the relevant invoice.

6.2 Credit Card Payments

Client may elect to pay Fees due hereunder via credit card by providing to HydrantID (i) the account number, billing address, and other required billing information associated with the credit card account, and (ii) written confirmation that HydrantID is authorized (either on a recurring or one-time basis) to charge Fees due hereunder to such credit card account. Upon making such election, Client authorizes HydrantID to debit its credit card for all Fees or other expenses due under Section 6.1 of this Agreement. By providing its credit card information to HydrantID, Client represents and warrants that Client is the legal holder of the credit card and is specifically authorized to use the credit card for payment of the Fees as set forth herein.

7. CONFIDENTIALITY

7.1 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. Information contained within a Certificate is not "Confidential Information"

7.2 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 full time 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 Clause 7.2 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.

8. TERM AND TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and continue for a period of one year unless earlier terminated in accordance with its terms (together with any renewal terms, the "Term"). Upon expiry of the Initial Term, the Agreement shall renew automatically for successive one-year periods unless terminated by either party in accordance with Clause 8.2 or Clause 8.4, 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.

8.2 Termination

Client may terminate this Agreement for any reason by providing to HydrantID written notice of its desire to terminate no less than sixty (60) days prior to the effective date of such termination. In addition, 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 performance as a CA. In the case of a material breach of this Agreement by Client, HydrantID reserves the right to immediately revoke all Certificates issued pursuant to this Agreement.

8.3 Consequences of Termination

Upon expiration or terminated of this Agreement, Certificates issued during the Term shall be automatically revoked unless extended pursuant to this Section 8.3. In the event that Client terminates this Agreement pursuant to Clause 8.2, Client may elect to maintain its rights to use any then-issued Certificates for the remainder of their respective terms, provided that Client pays to HydrantID for the remainder of such period all amounts that would be payable with respect to such Certificates absent termination of this Agreement. HydrantID shall not have any obligations to provide services during any extended post-termination period during which Client is permitted use the Certificates other than any services that are required in order to facilitate the use of such Certificates.

In the event that HydrantID terminates this Agreement pursuant to Clause 8.2, Client shall, upon receipt of a notice of termination, immediately: (i) cease registration activities with respect to any Certificate applications then in process, and (ii) provide such information as HydrantID may request regarding completing the remaining registration processes for such applications. Notwithstanding termination, Client will continue to observe and perform its other duties hereunder, including without limitation its obligations with respect to Certificate revocations.

8.4 Money-Back Guarantee

Notwithstanding anything herein to the contrary, in the event that Client is not satisfied with the Certificates or services provided to it hereunder, Client may, at its option and within thirty (30) days of the Effective Date, terminate this Agreement upon written notice to HydrantID. Upon such termination, HydrantID shall promptly return to Client all Fees paid by Client prior to the date of such termination.

8.5 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 survive such expiry or termination.

9. MISCELLANEOUS

9.1 Notices

All notices, demands or other communications under this Agreement must be given or made 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 9.1: HydrantID: legal@HydrantID.com or 222 South Main Street, 5th Floor Salt Lake City, Utah 84101.

9.2 Force Majeure

Neither of the parties to this Agreement shall be responsible to any 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 action within their power to comply with the terms of this Agreement as fully and promptly as possible.

9.3 Entire Agreement

This Agreement (including any purchase orders issued hereunder) and any Certificate Holder Agreement, where applicable, 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.

9.4 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.

9.5 Applicable Law

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.

Upon the Client clicking "accept" on the web page the agreement is SIGNED by electronic signature as of the date and time the Client clicked "accept".