

TERMS OF USE AGREEMENT

THIS TERMS OF USE AGREEMENT (“AGREEMENT”) IS BETWEEN THE “FIXS SUBSCRIBER” SPONSORING INDIVIDUAL CREDENTIAL HOLDERS, AND THE FEDERATION FOR IDENTITY AND CROSS-CREDENTIALING SYSTEMS, INC. (“FIXS”) OR ITS AUTHORIZED CREDENTIAL ISSUERS AND SOLUTION PROVIDERS. THIS AGREEMENT APPLIES TO THE USE OF ANY AND ALL FIXS CERTIFIED CREDENTIALS ISSUED BY FIXS OR FIXS AUTHORIZED CREDENTIAL ISSUERS.

BY SPONSORING THE ISSUANCE OF A FIXS CERTIFIED CREDENTIAL TO AN INDIVIDUAL, THE FiXs SUBSCRIBER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, PLEASE CANCEL, RETURN, AND/OR REVOKE, AS APPLICABLE, ANY FIXS CERTIFIED CREDENTIALS ISSUED OR PROPOSED TO BE ISSUED, AND CEASE IMMEDIATELY ANY USE OF SUCH CREDENTIALS.

Definitions

“FiXs Authorized Solution Provider” or “Credential Issuer” is a FiXs member that issues FiXs Certified Credentials to qualified users for themselves and/or other Sponsors or Subscribing Parties and processes and responds to authentication inquiries.

“FiXs Certified Credential” is an identity credential issued by an approved FiXs Credential Issuer who has contracted to follow the FiXs Trust Model and all corollary policies, rules, guidelines and implementation standards for vetting, enrolling, maintaining, and revoking identity credentials.

“Sponsor” is an organization that uses the services of a Credential Issuer and sponsors participants to be issued FiXs Certified Credentials.

“Subscriber” or “Subscribing Party” is a member or non-member organization that is a Primary Trusted Organization sponsoring individual users (applicants) to be issued FiXs Certified Credentials.

“FiXs Intellectual Property” includes, without limitation, all components of the FiXs Network; the FiXs brand, marketing collateral, trademark and other FiXs marks; as well as the FiXs Bylaws; Operating Rules, Trust Model and all governance, operational, security and technical specifications documents.

“FiXs Network” is the end-to-end system comprising the physical infrastructure, operating principles and processes to authenticate FiXs Certified Credentials.

“Licensee” is the individual holder (person) of a FiXs Certified Credential or a Subscribing Party or Sponsor of a Subscribing Party.

Scope of License

Any and all FiXs Intellectual Property used in the issuance, use, and/ or revocation of a FiXs Certified Credential is licensed, not sold. You may use this FiXs Intellectual Property only as expressly permitted in this Agreement. Your use of any other intellectual property provided by, sold by, or used by any FiXs Authorized Solution Provider or Credential Issuer is subject to the

separate terms of use granted by the applicable third party with regard to any such intellectual property that is not FiXs Intellectual Property.

Grant of Rights

FiXs grants the individual holder of a FiXs Certified Credential, or Subscribing Party, (in each instance, a "Licensee"), as applicable, the non-exclusive, non-transferable, revocable, limited right to use the FiXs Intellectual Property for the sole purposes of identity authentication within, across, and between components of the FiXs Network.

Limitations and Restrictions

The Licensee may not manipulate, alter, change, or create derivative works of FiXs Intellectual Property. Licensee shall not reverse engineer, decompile or disassemble any FiXs Intellectual Property. The Licensee shall only use any FiXs trademark or service mark as expressly authorized to do so.

The Licensee shall adhere to the applicable Operating Rules, Policies, Security Guidelines and other FiXs or third party procedures for the issuance, use, and revocation of FiXs Certified Credentials.

Privacy

The Subscribing Party agrees to comply with the FiXs Privacy Policy Statement which is incorporated in full in this Terms of Use Agreement and included herewith.

Governing Law

WITHIN THE UNITED STATES

This Agreement, and its enforcement and construction, shall be governed in all respects by the laws of the Commonwealth of Virginia (excluding its conflicts of law principles) for all FiXs Certified Credentials issued in or used in the United States or its territories.

OUTSIDE OF THE UNITED STATES

For all FiXs Certified Credentials issued and used outside of the United States, the laws of the applicable country of issuance and use shall apply to the extent that they conflict with the laws of the Commonwealth of Virginia, U.S.A (excluding its conflicts of law principles).

Performance Standards and Warranty

FiXs requires certain minimum performance standards to govern the work to be performed by FiXs Authorized Solution Providers or Credential Issuers. Such performance standards have been promulgated by FiXs by written agreement between FiXs and the FiXs Authorized Solution Provider or Credential Issuer, as applicable.

Each FiXs Authorized Solution Provider or Credential Issuer warrants that its performance hereunder shall conform in all material aspects with such performance standards, and shall provide that if such Solution Provider or Credential Issuer's performance hereunder shall, at any time during the term of this Agreement, fail to conform in all material aspects with such performance standards, it shall correct such non-conforming performance at its sole cost and expense.

Limitation of Liability

FIXS AND ANY FIXS AUTHORIZED SOLUTION PROVIDER OR CREDENTIAL ISSUER SHALL NOT, IN ANY EVENT, BE LIABLE IN CONNECTION WITH ANY ASPECT OF FIXS CERTIFIED CREDENTIAL (E.G., WITHOUT LIMITATION, ISSUANCE OF, REVOCATION OF, CANCELLATION OF, USE OF, OR FAILURE TO DO ANY OF THE FOREGOING WITH RESPECT TO, A FIXS CERTIFIED CREDENTIAL) FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST INCOME, LOST REVENUE, OR LOST PROFIT, WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THAT THIS AGREEMENT WAS ENTERED INTO.

THE SUBSCRIBING PARTY, SPONSOR, OR INDIVIDUAL FIXS CERTIFIED CREDENTIAL HOLDER, AS APPLICABLE, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS FIXS, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM AND AGAINST ALL LIABILITIES, DAMAGES, EXPENSES, TO INCLUDE REASONABLE ATTORNEYS FEES, FINES, AND CLAIMS OF ANY KIND OR BASED ON ANY LEGAL THEORY, ARISING FROM THE ISSUANCE OF, REVOCATION OF, CANCELLATION OF, USE OF, OR FAILURE TO DO ANY OF THE FOREGOING WITH RESPECT TO, A FIXS CERTIFIED CREDENTIAL.

Severability

In case any one or more of the provisions in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was and is not contained in this Agreement.

Modification or Amendment

This Agreement may be modified by FiXs from time to time as deemed necessary in the sole discretion of FiXs, and Licensee's continued use of a FiXs Certified Credential after such modification will be deemed to be Licensee's agreement to such modified Agreement.

Entire Agreement

This Agreement constitutes the complete agreement between FiXs and Licensee as to its subject matter, and supersedes any and all written and oral communications or agreements previously existing as to this subject matter.

The undersigned is a duly appointed signature authority of the Sponsoring Organization

FiXs Subscriber Organization's

Legal Name: Federation for Identity and Cross-Credentialing Systems (FiXs) Demo

By: MICHAEL J. MESTROVICH
Printed Name

Michael J. Mestrovich
Signature

Title: President and CEO

Date: 8/4/2008