



RAPIDGate® USER AGREEMENT: COMPANIES

Terms and Conditions of Your Company's Enrollment, and Renewal of Enrollment, in SureID, Inc.'s RAPIDGate® Program.

Please carefully read the following terms and conditions of this RAPIDGate User Agreement ("Agreement"). It is a legally binding contract and affects your company's legal rights.

By signing this Agreement below, and in consideration of the mutual covenants, terms and conditions described in this Agreement, you (1) certify that you have the authority to bind your company to the terms and conditions of this Agreement; (2) accept, on behalf of your company, the terms and conditions of this Agreement; and (3) agree, on behalf of your company, to be bound by the terms and conditions of this Agreement.

SureID, Inc. ("SureID, Inc.") enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates and successors.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Applicant" is an individual who has registered to become an authorized RAPIDGate badgeholder.

"Authorized RAPIDGate badgeholder" is an individual who has passed a RAPIDGate background screening, meets all other RAPIDGate program eligibility requirements, and has been issued a RAPIDGate badge, thereby entitling the individual to the RAPIDGate program access privileges at participating facilities.

"Background screening" and "background screenings" refer to a process by which RAPIDGate applicants and authorized RAPIDGate badgeholders consent to ongoing review of certain information relating to their background, to determine whether they meet the RAPIDGate program's eligibility requirements.

"Company" refers to the company, department or entity that enrolls in the RAPIDGate program.

"Enroll" is the procedure by which a company seeks and obtains authorization for its employees to register for the RAPIDGate program.

"Fail" refers to a background screening result by which an individual is determined to NOT meet the RAPIDGate background screening criteria, and which disqualifies the individual from being an authorized RAPIDGate badgeholder.

"Participating facility" is any military or other governmental base, installation, department, organization, building, unit, site or other location that offers RAPIDGate access privileges to authorized RAPIDGate badgeholders.

"Pass" refers to a background screening result by which an individual is determined to meet the RAPIDGate background screening criteria, and which qualifies the individual to be an authorized RAPIDGate badgeholder if the individual meets all RAPIDGate program eligibility requirements.

"RAPIDGate badge" is a credential that is issued to authorized RAPIDGate badgeholders. Depending upon the participating facility, the RAPIDGate badge may be issued either by SureID, Inc. or by the United States government, and may contain Radio Frequency Identification ("RFID") or other identifying technology.

"RAPIDGate Company Administrator" is an employee of a company that is enrolled in the RAPIDGate program, whom the company assigns to be in charge of the company's internal RAPIDGate administration.

"Register" is the procedure by which an applicant initiates the process to become an authorized RAPIDGate badgeholder.

2. RAPIDGate Program Introduction

Welcome to SureID's RAPIDGate program! The RAPIDGate program has been developed to enhance access security at participating United States military and other government facilities. It also is designed to improve on-site access for eligible companies and their employees who conduct official business on such facilities on a recurring basis.

The enrollment process is simple. First, your company must receive approval from a participating facility to enroll in the RAPIDGate program. Next, your company completes all required enrollment documentation and pays the RAPIDGate enrollment fee. SureID, Inc. then validates your company's eligibility to enroll in the RAPIDGate program. Upon enrollment, your company provides RAPIDGate Customer Service with a list of approved employees and pays for their RAPIDGate registrations. Those employees may then register for the RAPIDGate program at the RAPIDGate Registration Station located at the participating facility(ies) for which your company is enrolled.



SureID, Inc. will carefully screen each individual who registers for the RAPIDGate program. As part of the registration process, each applicant must pass a confidential RAPIDGate background screening. Each applicant who passes the background screening and who meets all other RAPIDGate program eligibility requirements will be issued a RAPIDGate badge to wear for entrance onto participating facilities. The RAPIDGate badge is part of an integrated solution that lets the participating facility know that the individual is an authorized RAPIDGate badgeholder who meets the RAPIDGate program eligibility requirements for access to the facility. Depending upon the participating facility, the RAPIDGate badge may contain RFID or other identifying technology to record when the RAPIDGate badgeholder arrives at and departs a participating facility, and to track the RAPIDGate badgeholder's whereabouts while on-site at the participating facility.

Your company's RAPIDGate enrollment, and its authorized RAPIDGate badgeholders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized RAPIDGate badgeholders continue to meet the RAPIDGate program eligibility requirements at all times. SureID, Inc. may conduct periodic background screenings of your company's authorized RAPIDGate badgeholders on a regular basis, to verify their continued eligibility. Renewals in the RAPIDGate program are subject to your company's, and its authorized RAPIDGate badgeholders', continued eligibility.

Some participating facilities maintain the RAPIDGate program as an optional service. Such facilities do not require companies or their employees to join the RAPIDGate program; employees who are not authorized RAPIDGate badgeholders continue to have access privileges to the participating facility pursuant to the facility's usual entry requirements and procedures. At other participating facilities, employees will not be allowed to enter the participating facility unless they are authorized RAPIDGate badgeholders. Please check with RAPIDGate Customer Service or the participating facility for details.

3. The RAPIDGate Program is NOT a Pre-Employment or Employee Screening Service

The RAPIDGate program is not a pre-employment or employee screening service. SureID, Inc. conducts background screenings of your company's employees solely for the purpose of determining their eligibility to be authorized RAPIDGate badgeholders. Your company may not use the RAPIDGate program, including the RAPIDGate background screenings, for pre-employment or employment-related purposes.

BY SIGNING THIS AGREEMENT BELOW, YOU AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL NOT USE THE RAPIDGate PROGRAM, INCLUDING THE RAPIDGate BACKGROUND SCREENINGS, FOR ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED PURPOSES. YOU FURTHER AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SUREID, INC., ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, FOR AND OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING FROM ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED ACTION TAKEN BY YOUR COMPANY AGAINST ANY INDIVIDUAL, RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE RAPIDGate PROGRAM.

4. Confidential Background Screenings (Required)

SureID, Inc. takes seriously its commitment to security. That is why SureID, Inc. restricts its RAPIDGate program to companies and their employees who, at all times, meet all RAPIDGate program eligibility requirements including the RAPIDGate background screening criteria established for participating facilities.

To register for the RAPIDGate program and to become an authorized RAPIDGate badgeholder, your company's employees must consent to undergo, and must pass, a background screening to verify their eligibility. Additional background screenings may be conducted on authorized RAPIDGate badgeholders at any time or times, to verify their continued eligibility. By registering with the RAPIDGate program, the employees consent to such background screenings.

Background screenings will be conducted on individuals under circumstances that may include but are not limited to the following:

- When they first register for the RAPIDGate program
- Periodically and at any time or times while they are authorized RAPIDGate badgeholders
- When your company renews its employees' RAPIDGate badges
- At any time upon request by the participating facility(ies) for which the employees are authorized RAPIDGate badgeholders
- At any time upon request by any governmental department or agency that issues RAPIDGate badges (see Section 5, below)
- At any time, in SureID, Inc.'s sole discretion, to verify that authorized RAPIDGate badgeholders meet the RAPIDGate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE RAPIDGate BACKGROUND SCREENINGS, IS INELIGIBLE TO BE AN AUTHORIZED RAPIDGate BADGEHOLDER.

SureID, Inc. contracts with one or more third-party background screening providers to conduct RAPIDGate background screenings. The data obtained during the registration process and/or through the background screenings may vary by participating facility and may include any or all of the following:



Individual Information:

- Name
- Social Security Number
- Company-issued Employee Identification Number
- Individual photo
- Date of birth
- U.S. citizenship/U.S. national status
- Mother's maiden name
- Email address
- Fingerprints
- Address
- Phone number
- Social Security Number verification
- Felony and misdemeanor convictions
- Outstanding warrants
- Sexual offender convictions
- Terrorist or OFAC watch lists
- Driver's license (including all information and images stored on the license)

Public records may be used in the background screening reports, such as civil and/or criminal records. Your company's employees have the right to dispute the information on the report and to request additional disclosures provided under section 606(b) of the Fair Credit Reporting Act ("FCRA"), and a written summary of the employee's rights pursuant to section 609(c) of the FCRA.

If any background screenings produces a "fail" result, SureID, Inc. and/or its third-party background screening providers will so notify the affected employee. SureID, Inc. also may notify your company, and possibly also the participating facility(ies), of the employee's "fail" result. In the event of a "fail" result, the employee will be provided with a copy of his or her background screening report. The employee will be afforded an opportunity to dispute the information in it. If the employee does not timely dispute the background screening results or, if the employee does so but is unsuccessful in changing the results, the employee will not qualify to be an authorized RAPIDGate badgeholder. Your company, and possibly also the participating facility(ies) and/or other agency of the United States government, will be so notified.

SureID, Inc. and/or its third-party background screening providers will NOT provide your company with a copy of the background screening reports or disclose to your company the contents of the background screening reports. SureID, Inc. may provide the participating facility(ies) and/or other United States government agency with a copy of the background screening reports as well as all other RAPIDGate program information of your company's employees who register for and/or are authorized RAPIDGate badgeholders. In addition, depending upon the type of RAPIDGate badge that is issued to your company's authorized RAPIDGate badgeholders (see Section 5, below), SureID, Inc. also may provide your company, and/or the participating facility(ies) and/or other agency of the United States government, with records of the authorized RAPIDGate badgeholders' arrival and departure history, and/or records of their whereabouts, at the participating facility(ies).

YOU HEREBY AUTHORIZE SUREID, INC. AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALY REASONABLE PERIOD OF TIME. SUREID, INC. AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO MAINTAINING THIS DATA IN THE STRICTEST OF CONFIDENCE, AND FOLLOW STRINGENT FAIR INFORMATION PRACTICES IN ACCORDANCE WITH THE FCRA AND OTHER APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized RAPIDGate Badgeholders

- RAPIDGate badge. The RAPIDGate badge is for the sole and exclusive use of the authorized RAPIDGate badgeholder. The RAPIDGate badgeholder may not share, lend or transfer his or her RAPIDGate badge to anyone else.

The RAPIDGate badge by itself does not guarantee quick access to, or any access to, any participating facility. For security reasons and under applicable laws, rules and regulations, the participating facility always has the final say on who may enter, and under what circumstances.

The RAPIDGate badge may be issued by SureID, Inc., or it may be issued directly by the participating facility or another agency or department of the United States government. A government-issued RAPIDGate badge may entitle your company and/or its authorized RAPIDGate badgeholders to certain government privileges or rights, and/or impose upon your company and/or its authorized RAPIDGate badgeholders certain government obligations or restrictions, in addition to but outside of and unrelated to the RAPIDGate program. SureID, Inc. assumes no responsibility or liability whatsoever for government content or functions of government-issued RAPIDGate badges.



In the event that an SureID, Inc.-issued RAPIDGate badge is lost, damaged or stolen, the authorized RAPIDGate badgeholder must immediately notify your company. In the event that a government-issued RAPIDGate badge is lost, damaged or stolen, the authorized RAPIDGate badgeholder must immediately notify the government department or agency that issued the RAPIDGate badge, and follow the department's or agency's instructions and procedures. In addition, if an authorized RAPIDGate badgeholder stops working for your company, or is otherwise disqualified as an authorized RAPIDGate badgeholder, the individual must immediately return the RAPIDGate badge to your company or, in the case of a government-issued RAPIDGate badge, to the issuing government agency.

Depending upon the facility, the RAPIDGate badge may contain radio frequency identification ("RFID") or other identifying technology. Such technology allows SureID, Inc. to record when authorized RAPIDGate badgeholders arrive at and depart the participating facility, and/or to track the whereabouts of authorized RAPIDGate badgeholders while they are on-site at the facility. Please check with RAPIDGate Customer Service for details on whether the RAPIDGate badge issued to your company's authorized RAPIDGate badgeholders contains this technology.

- Background screenings. At any time or times while your company's employees are authorized RAPIDGate badgeholders, they are subject to periodic background screenings, as often as deemed required by SureID, Inc. and at its sole discretion. This is done to verify that at all times the employees continue to meet the RAPIDGate program eligibility requirements. (See Section 4, above.)
- Designation of RAPIDGate Company Administrator. As part of the enrollment process, your company must designate an employee to serve as its RAPIDGate Company Administrator. Please provide RAPIDGate Customer Service with the name, telephone number, postal address and email address of the Vendor Administrator, in the space provided in Part A, Enrollment Form, above.
- Personnel or background changes affecting an authorized RAPIDGate badgeholder. Your company must promptly notify RAPIDGate Customer Service of any changes in the employment or background status of its authorized RAPIDGate badgeholders that could affect their RAPIDGate eligibility. Circumstances giving rise to this duty to notify include but are not limited to an authorized RAPIDGate badgeholder's separation from employment; change in job duties eliminating the need to conduct official business on the participating facility(ies); felony or misdemeanor convictions; outstanding warrants; sexual offender convictions; or placement on Terrorist or OFAC watch lists.
- Refunds. No refunds will be made to or on behalf of your company, or to or on behalf of any of its employees, if an employee does not pass a RAPIDGate background screening or is disqualified as an authorized RAPIDGate badgeholder. In such event, your company will have no remedies or other financial recourse against SureID, Inc. or its related companies, officers, directors, employees, agents, subsidiaries or affiliates.

6. RAPIDGate program renewal

a. Company renewal

RAPIDGate Customer Service will contact your company shortly before expiration of its RAPIDGate enrollment. If your company wishes to renew its enrollment, it may do so by paying the RAPIDGate enrollment renewal fee. *Your company's enrollment renewal is subject to the approval of the participating facility and to your company's continued eligibility in all other respects.*

b. Authorized RAPIDGate badgeholder renewals

If your company renews its enrollment for another term, RAPIDGate will notify it of the names of its authorized RAPIDGate badgeholders whose RAPIDGate badges are due to expire. Your company may authorize renewal of their RAPIDGate badges for another term, by paying their renewal fee. It may be necessary for the individuals to re-register at the Registration Station at the participating facility(ies). Renewal is contingent upon their passing a RAPIDGate background screening and in all other respects meeting the RAPIDGate program eligibility requirements. (See Section 4, above.)

Your company is responsible for deciding which RAPIDGate badges to renew. If an authorized RAPIDGate badgeholder does not wish his or her RAPIDGate badge to be renewed, he or she must so notify your company's RAPIDGate Company Administrator at least 45 days before expiration of the RAPIDGate badge.

YOU HEREBY AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS SUREID, INC. AND ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, OF AND FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING FROM YOUR COMPANY'S RENEWAL, OR FAILURE TO RENEW, ANY RAPIDGate BADGE FOR ANY COMPANY EMPLOYEE.

7. Grounds for revoking RAPIDGate program enrollment and access privileges

a. Your company



Your company's RAPIDGate enrollment is valid for a specified term, provided that at all times it meets the RAPIDGate program eligibility requirements. If at any time your company fails to meet any RAPIDGate program eligibility requirements, its enrollment will be subject to revocation. If at any time your company no longer is enrolled in the RAPIDGate program, its authorized RAPIDGate badgeholders no longer will be eligible for the RAPIDGate program, and their RAPIDGate badges will be deactivated.

Your company could lose its eligibility to be enrolled in the RAPIDGate program, and have its RAPIDGate enrollment revoked, on grounds including but not limited to:

- The participating facility(ies) for which your company is enrolled in the RAPIDGate program no longer participates in the RAPIDGate program
- The participating facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the RAPIDGate program
- Your company does not pay its RAPIDGate enrollment or renewal fee
- Your company violates any term or condition of this Agreement
- An authorized RAPIDGate badgeholder of your company violates any term or condition of his or her RAPIDGate Individual User Agreement.

b. RAPIDGate badges

The RAPIDGate badges issued to your company's employees are valid for a specified term, provided that the employees at all times meet the RAPIDGate program eligibility requirements. If at any time an authorized RAPIDGate badgeholder fails to meet any of the RAPIDGate program eligibility requirements, the individual will lose his or her RAPIDGate program eligibility, and his or her RAPIDGate badge will be deactivated. Your company's authorized RAPIDGate badgeholders may lose their RAPIDGate program eligibility, and be subject to deactivation of their RAPIDGate badge, on grounds including but not limited to:

- The authorized RAPIDGate badgeholder no longer works for your company
- The authorized RAPIDGate badgeholder does not pass a RAPIDGate background screening
- The authorized RAPIDGate badgeholder's work functions no longer include visiting the participating facility(ies)
- Your company requests to remove the authorized RAPIDGate badgeholder from the RAPIDGate program
- Your company no longer is eligible, or otherwise ends its enrollment in, the RAPIDGate program
- The facility(ies) for which your company is enrolled in the RAPIDGate program no longer participates in the RAPIDGate program
- The facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the RAPIDGate program
- The facility(ies), or other agency or department of the United States government, withdraws the individual's authorization as a RAPIDGate badgeholder and/or requires deactivation of the individual's RAPIDGate badge
- The authorized RAPIDGate badgeholder violates any term or condition of his or her RAPIDGate Individual User Agreement
- The authorized RAPIDGate badgeholder uses the RAPIDGate program to access the participating facility(ies) for any reason other than for official business.

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the RAPIDGate program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the RAPIDGate program are subject to the terms and conditions of their RAPIDGate Individual User Agreement.
- This enrollment does not guarantee your company's authorized RAPIDGate badgeholders access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized RAPIDGate badgeholders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized RAPIDGate badgeholders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the RAPIDGate program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized RAPIDGate badgeholders', access privileges under the RAPIDGate program at any time for any reason. You agree on behalf of your company that, in such event, your company has no financial, legal or other remedies against SureID, Inc. or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates.
- SureID, Inc. takes pride in its background screening service but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a RAPIDGate background screening. ***You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against SureID, Inc. or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over the accuracy or completeness of data derived from a RAPIDGate background screening, or arising from an employee not passing a RAPIDGate background screening.***



- RAPIDGate badges that are issued by the government may entitle the authorized RAPIDGate badgeholders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the RAPIDGate program. SureID, Inc. *assumes* no responsibility or liability whatsoever for government content or functions of government-issued RAPIDGate badges. **You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against SureID, Inc. or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate badges.**
- SureID, Inc. contracts with one or more third parties to conduct RAPIDGate background screenings. Such third party(ies) conform to the highest standards of care with respect to protection of personally identifiable data. SureID, Inc. stores on its own servers only limited personally identifiable information on RAPIDGate participants. SureID, Inc. does not store on its servers, and maintains no database containing, the contents of background screenings conducted on RAPIDGate participants. Such data is stored with SureID, Inc.'s third-party background screening provider(s). **You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against SureID, Inc. or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on SureID, Inc.'s own servers or contained in SureID, Inc.'s own database.**
- You agree that, if your company has a dispute with SureID, Inc. arising from or relating to the RAPIDGate program, your company will so notify SureID, Inc. in writing within six months of the event or the action giving rise to the dispute, at the address listed in Section A, Enrollment Form, above. You agree that your company will make every effort to resolve the dispute informally. You further agree that, in the event of a breach of this Agreement by SureID, Inc., your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement must be brought in Washington County, Oregon.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and SureID, Inc. with respect to the RAPIDGate program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and SureID, Inc. relating to the RAPIDGate program.

I hereby (1) certify that I have the authority to bind my company to the terms and conditions of this Agreement; (2) accept, on behalf of my company, the terms and conditions of this Agreement; and (3) agree, on behalf of my company, to be bound by the terms and conditions of this Agreement.

Name (Signed)

Date

Name (Printed)

Title

Name of company on whose behalf individual is signing