

State of Oregon
Contract for Services
Contract#: COVID-19-244
Project Name: UI SBR PUA Fraud Prevention and Detection

This Contract for Services (this "Contract") is by and between the State of Oregon, acting through its Oregon Employment Department or OED, ("Agency") and ID.me, Inc., a Virginia ("Contractor") and is effective as of the Effective Date.

Contractor's Contract Administrator for this Contract is: Mere Work, Sr. Account Executive ID.me, Inc. 8280 Greensboro Dr Suite 800 Phone: Redacted mere.work@id.me	Agency's Contract Administrator for this Contract is: Bill Truex, Chief Information Officer Oregon Employment Department 875 Union St. NE Salem, Oregon 97311 Phone: (503) 947-1562 Bill.L.Truex@oregon.gov
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Either party may change its Contract Administrator by providing the other notice in compliance with Section 17.6 of this Contract.

RECITAL

Agency has engaged Contractor to create Hosted Landing Page (HLP) Integration, to provide various unemployment claimant identity verification services, and to deliver credentials for Agency Customers (defined in section 9.1.1), as permitted by Agency.

The purpose of this Contract is for Agency to use Contractor's services to provide various unemployment claimant identity verification services. Agency intends to use these services to verify the identity of Agency Customers, who are requesting Unemployment Insurance benefits or other benefits administered by the agency, to reduce fraud.

1. Contract Term.

The "Effective Date" of this Contract is (1) January 26, 2021 or (2) the date this Contract has been fully executed by each party and approved as required by applicable law, whichever is later. Unless extended or terminated earlier in accordance with its terms by amendment(s), this Contract terminates 2 years after the execution of this Contract, whichever is later. The termination of this Contract will not extinguish or prejudice Agency's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence:

- 2.1. this Contract less all exhibits;
- 2.2. Exhibit D (Required Federal Terms and Conditions);
- 2.3. Exhibit C (Letter of Assurance - Criminal Records Check);
- 2.4. Exhibit A (Statement of Work);
 - Statement of Work, including Tasks and Deliverables
 - Attachment 1: Id.me Service Agreement
 - Attachment 2: Id.me Terms of Service
 - Attachment 3: Id. Privacy Policy
 - Attachment 4: Id.me Biometric Data Privacy Policy
 - Attachment 5: Id.me Cookie Policy and Credentials Policy
- 2.5. Exhibit B (Required Insurance); and
- 2.6. Exhibit E (Independent Contractor Certification)

The foregoing documents and Exhibits are attached hereto and made a part of the Contract by this reference.

3. Services.

3.1. Performance of Services. Contractor shall perform the services (the “Services”) and deliver to agency the deliverables (“Deliverables”) set forth in Exhibit A, the Statement of Work (the “Statement of Work”). The Statement of Work includes the delivery schedule for the Deliverables and Services. Contractor shall perform the Services in accordance with the terms and conditions of this Contract.

3.2. Submission and Acceptance of Deliverables. When the Statement of Work requires Contractor to deliver Deliverables to Agency, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to Agency upon delivery of a completed Deliverables to Agency. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, Agency will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If Agency determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s acceptance of the Deliverables.

3.3. Rejection of Deliverables; Corrections. If Agency determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, Agency will notify Contractor in writing of Agency’s rejection of the Deliverables, and describe in reasonable detail in such notice the Agency’s basis for rejection of the Deliverables. Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor’s sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverables to Agency. Agency will thereafter review the modified or improved

Deliverables within 15 business days of receipt of the Contractor's delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

4. Compensation.

4.1. Not to Exceed Compensation. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$355,000.00**. Agency will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract, and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment.

4.2. Payments. Payments, including interim payments, to Contractor are subject to ORS 293.462, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A.

4.2.1. **Redacted** pper each credential for successful virtual verification: The rate may decrease if the tier pricing for unsupervised remote (self-serve by Agency Customer) verification.

4.2.2. **Redacted** pper each credential for successful virtual in-person proofing (supervised remote): Remains at even if **Redacted** the tier pricing drops for unsupervised remote (self-serve by Agency Customer).

4.2.3. **Redacted** pper each credential for self-serve verification previously verified by Contractor.

4.2.4. ID.me will not charge Agency for detected Synthetic Identity Fraud, to include identities created and verified with a mix of real and stolen and false information, if Agency ensures all verified claimants are processed through the SSA API in ICON following verification from ID.me.

4.2.5. ID.me will charge Agency for detected Socially Engineered fraud, to include individuals who verify through job, romance, financial or other schemes.

4.3. Invoices. Invoices. Contractor shall submit invoices to: accountpayable.OED_ACCT_PAY@oregon.gov and Agency's Contract Administrator: Bill.L.Truxex@oregon.gov Contractor may submit invoices in accordance with the payment schedule set forth in the Statement of Work or, if no payment schedule is set forth therein, then no more frequently than once per month for accepted Deliverables and Services. The invoices must include at least the following:

4.3.1. This Contract number: **COVID-19-244**;

4.3.2. A detailed description of all Services performed with particularity, including: the dates Contractor performed the Services for which it is requesting payment, and by whom the Services were performed and shall itemize and explain all expenses that this Contract requires Agency to pay and for which Contractor claims reimbursement;

4.3.3. The total amount due; and

4.3.4. The payment address, email address, and phone number.

4.4. Expenses. Agency will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at:

<http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

4.5. Funds Available and Authorized. Contractor will not be compensated for Services performed under this Contract by any agency or department of the State of Oregon other than Agency. Agency believes it has sufficient funds currently available and authorized for expenditure to make payments under this Contract within Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

5. Contractor's Personnel.

5.1. Key Persons. Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Contract to another Contractor employee, subcontractor or agent without first obtaining the written consent of Agency. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. **Payment for Replacement Key Personnel.** If Agency is paying Contractor on an hourly or other periodic basis, then Contractor will not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.

5.2. State Premises. Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Agency and the State for access to and activities in and around premises controlled by Agency or any other agency of the State.

6. Independent Contractor; Responsibility For Taxes And Withholding

6.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. Agency reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

6.2. No Conflicts. Contractor, by signature to this Contract, represents and warrants that Contractor's performance of the Services under this Contract creates no known potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Contract.

6.3. Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

6.4. Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless required by applicable law, Agency will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

7. Subcontracts, Successors, And Assignments

7.1. Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Agency's prior written consent; such consent will not be unreasonably conditioned, delayed or withheld. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that Agency will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. Agency's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

7.2. Successors and Assigns. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns, if any.

7.3. No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Contract without Agency's prior written consent.

8. Representations and Warranties.

8.1. Contractor's General Representations and Warranties. Contractor represents and warrants to Agency that:

8.1.1. Contractor has the power and authority to enter into and perform this Contract;

8.1.2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

8.1.3. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed, if applicable, to perform the Services;

8.1.4. Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and

8.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:

8.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

8.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

8.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

8.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and

8.1.6. Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

8.2. Contractor's Performance Warranties.

8.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest commercial standards prevalent in Contractor's industry, trade or profession;

8.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Contract;

8.2.3. Except as otherwise provided in this Contract (including Section 9), Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and

8.2.4. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

8.3. Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Contract.

9. Ownership of Deliverables .

9.1. Definitions. As used in this Section 9, and elsewhere in this Contract, the following terms have the meanings set forth below:

9.1.1. "Agency Customer" means an Unemployment Insurance claimant or a person who seeks benefits administered by the Oregon Employment Department, files claims with the Department, and has been contacted by Agency via HLP/Initial Email.

9.1.2. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.

9.1.3. "Credential" means a verification of an Agency Customer who used Contractor (ID.me)'s identification verification services.

9.1.4. "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Contractor.

9.1.5. Additional terms defined by Contractor are set forth under Section Article I. Definitions in Exhibit A – Attachment 1, Service Agreement.

9.1.6. Terms used for ID.me verification services for Claimants, Agency Customers who are ID.me users, are set forth in Exhibit A –Attachment 2, Terms of Service.

9.2. License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency’s behalf.

9.3. License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Contract is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the Agency’s behalf and in the name of the Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on Agency’s behalf.

9.4. No Rights. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

9.5. Marks. During the term of this Agreement, Agency hereby grants Contractor a non-exclusive, revocable, non-assignable or sublicensable license to use any name, trade name, trademark, service mark or other designation of, or owned by, Agency to the extent necessary for Contractor solely for the purposes to perform its obligations under this Agreement or as otherwise agreed by the parties in writing. Each party grants only the licenses and rights specified in this Contract.

9.6. Competing Services. Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Contract. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

10. Confidential Information.

10.1. Confidential Information. Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, “Contractor Staff”) may, in the course of performing the Services under this Contract, be exposed to or acquire information that is confidential to Agency or Agency’s clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written,

verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Contract shall be considered for the purposes of this Contract the confidential information of Agency (“Confidential Information”). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

10.2. Non-Disclosure. Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any such person. Contractor shall not at any time during or after the term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Upon expiration or termination of this Contract or at Agency’s request, Contractor shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

10.3. Confidentiality Policies. Contractor shall, upon Agency’s request, provide an executive summary of its general policies and procedures for safeguarding Confidential Information to Agency for Agency’s review.

10.4. Injunctive Relief. Contractor acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

10.5. Publicity. Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of Contractor’s services, without the prior written consent of Agency.

11. Indemnity by Contractor.

11.1. Claims. Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Contract.

11.2. Legal Counsel. If Contractor is required to defend the State of Oregon or Agency or their officers, employees or agents under Section 11.1, then Contractor shall select legal counsel reasonably acceptable to the Oregon Attorney General to act in the name of, or represent the interests of, the State of Oregon, Agency or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State of Oregon's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the State of Oregon or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all reasonable costs and expenses includes those incurred by the State of Oregon in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

11.3. Damages to State Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract

11.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF AGENCY.

12. Limitation of Liabilities.

12.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

12.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 10, OR (ii) SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit B.

14. Default; Remedies; Termination.

14.1. Default by Contractor. Contractor will be in default under this Contract if:

14.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or

14.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Contract, fails to perform the Services under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice; or

14.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

14.2. Agency's Remedies for Contractor's Default. In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

14.2.1. Termination of this Contract under Section 14.6.2; or

14.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or

14.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

14.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

14.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

14.3. Remedies Cumulative. The remedies set forth in Section 14.2 are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.1, then Contractor will be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.6.1.

14.4. Default by Agency. Agency will be in default under this Contract if:

14.4.1. Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within 15 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

14.4.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

14.5. Contractor's Remedies. In the event Agency terminates this Contract under Section 14.6.1, or is in default under Section 14.4, and whether or not Contractor elects to exercise its right to terminate the Contract under Section 14.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.5, Contractor shall pay immediately any excess to Agency upon written demand.

14.6. Termination.

14.6.1. Agency's Right to Terminate at its Discretion. Agency may terminate this Contract:

14.6.1.1. Upon 30 calendar days' prior written notice by Agency to Contractor;

14.6.1.2. Immediately upon written notice by Agency to Contractor if Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services; or

14.6.1.3. Immediately upon written notice by Agency to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Agency's purchase of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source.

14.6.2. Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract immediately upon written notice by Agency to Contractor, or at such later date as Agency may establish in such notice, if Contractor is in default under Section 14.1.

14.6.3. Contractor's Right to Terminate for Cause. Contractor may terminate this Contract immediately upon written notice to Agency, or at such later date as Contractor may establish in such notice, if Agency is in default under Section 14.4.

14.7. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property (including without limitation any Services or Work Products for which Agency has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time.

14.8. Effect of Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

15. Compliance with Law.

15.1. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

15.2. Compliance with Oregon Tax Laws.

15.2.1. Contractor shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 8.1.5.1 through 8.1.5.4.

15.2.2. Any violation of Section 15.2.1 constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in Section 8.1.5 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

15.2.2.1. Termination of this Contract, in whole or in part;

15.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

15.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency is entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

15.2.3. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

15.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit D, which is attached and incorporated into this Contract by this reference.

15.4. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for DAS Procurement Services, Version 2.2 – March 6, 2019

work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

16. Governing Law; Venue and Jurisdiction.

16.1. Governing Law. This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

16.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

17. Miscellaneous Provisions.

17.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract ("Records") in such a manner as to clearly document Contractor's performance. Upon request, limited to two requests per fiscal year, by Agency and or the Oregon Secretary of State's Office, Contractor will provide an executive summary of its Records. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

17.2. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

17.3. Force Majeure. Neither Agency nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

17.4. Survival. All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, DAS Procurement Services, Version 2.2 – March 6, 2019

including without limitation this Section 17.4, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

17.5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

17.6. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the email address, postal address or telephone number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 17.6. Any communication or notice so addressed and mailed is effective 5 business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Contract Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

17.7. No Third Party Beneficiaries. Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

17.8. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17.9. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract in one instance will not constitute a waiver by Agency of its right to enforce that or any other provision.

17.10. Amendments. Agency may amend this Contract to the extent permitted by applicable statutes and administrative rules. No amendment to this Contract is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

17.11. Counterparts. This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed constitutes an original.

17.12. Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this Contract or any other provision of law.

17.13. Certifications. The individual signing on behalf of Contractor hereby:

17.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

17.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

17.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

17.13.4. Certifies that the information provided on the attached Exhibit E, Independent Contractor Certification, is true and correct as of the Effective Date; and

17.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

18. SIGNATURES

Contractor (ID.me, Inc.)

 Michelle Graffum (Feb 4, 2021 14:21 PST)	Feb 4, 2021
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Name and Title: Michelle Graffum, General Counsel

Agency (Oregon Employment Department)

	2/5/2020
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Name and Title: Mike Smith, Chief Financial Officer

Exhibit A
Statement of Work

Project Name: Identification Services for Employment Benefits Integration & Workflow

1. PURPOSE

The purpose of this Contract is for Contractor to create Hosted Landing Page (HLP) Integration, to provide various unemployment claimant identity verification services, and to deliver credentials for Agency Customers, as permitted by Agency. This Statement of Work (SOW) describes additional project details to be facilitated and the services to be provided by Contractor on behalf of Agency for Agency Customers' identity verifications and the responsibilities of the parties for the completion of this Project.

2. PROJECT OVERVIEW.

2.1. Contractor begins working on the HLP and sends link for English and Spanish version as soon as available to being edits.

2.2. Contractor works with state to designate authentication policy (NIST 800-63-2 LOA3 is standard).

2.3. Agency and Contractor exchange **Redacted**. Agency will provide Contractor with

- **Redacted**
- **Redacted**
- **Redacted**
- **Redacted**

2.4. **Redacted**

- Contractor supports **Redacted**

2.5. Parties validate **Redacted** agency sends Contractor final copy for wording on

2.6. HLP (in English and Spanish).

- Agency sends ID.me any other stylistic updates to **HLP**.

2.7. Agency sends specified department logo and banner image.

2.8. Contractor reviews emails to be sent to users.

2.9. Both parties complete final review.

2.10. Go live.

2.11. Agency directs users (via email) to verify with ID.me at the HLP.

2.12. Contractor returns verified users to state once every 24 hours in **Redacted** **Redacted**.

2.13. Agency then compares those users to their internal database of blocked users and removes flags on claims from the verified individuals so that they can now sign in to their accounts.

Reference Section 6. Requirements of this Exhibit A – Statement of Work for more details.

3. AGENCY ACTIVITIES.

In order to accomplish the tasks outlined in this SOW, Contractor expects Agency to perform at a minimum the below listed items in a timely manner. If Agency fails to provide any of these items that is determined to be critical path, the delivery date(s) for the relevant Contractor Deliverable(s) may require adjustment.

Agency will:

- 3.1. Designate a project manager with responsibility and authority for review and acceptance of Deliverables under this Contract.
- 3.2. Assist Contractor by providing information, answering questions, and resolving any problems that arise both during and after the HLP set up and integration.
- 3.3. Provide Agency-specific language for (1) Initial Email – Introduction to ID.me, (2) Follow-Up Email – After ID.me has Verified Identity, (3) Email to Blocked Users for HLP Use Case (if applicable to Agency’s needs), and (4) HLP page.
- 3.4. Complete testing of the HLP integration to determine if the Deliverables meets the Acceptance Criteria of the Contract.
- 3.5. Design the Agency’s identity verification process using ID.me and set Requirements (Section 6. of this Exhibit A – Statement of Work) for parties (Agency and Contractor).

4. PROJECT TASKS AND DELIVERABLES.

Contractor shall complete the Tasks and produce the Deliverables below as part of this effort. Should Agency require additional Deliverables, this SOW will be amended by written amendment to include such Deliverables as agreed to by the parties.

TASK 1: Provide Hosted Landing Page (HLP) Integration.

- Within 48-72 hours of the execution of this Contract, if possible, Contractor shall design, review and implement Agency’s HLP. Note: The OED HLP shall not be indexed or accessible via search engine to prevent unintentional verifications and associated fees for OED.
- Task 1 Deliverables:
 - HLP.
 - HLP implementation.

TASK 2: Provide Identity Verification Services (self-serve by Agency Customers) and Remote Identity Proofing Services (supervised).

- Contractor shall provide Agency with credentialing capabilities that comply with NIST 800-63-2 Level of Assurance 3 or NIST 800-63-3 IAL2/AAL2 through remote self-serve and supervised remote proofing via Contractor’s Referee app.
- Task 2 Deliverables:
 - Self-serve identity verification services.
 - Supervised, remote identity verification services.

TASK 3: Provide Results of the Identity Verification Services (self-serve by Agency Customers) and Remote Identity Proofing Services (supervised)

- Contractor shall send attributes/identity verification results of the Agency Customers (defined in section 9.1.1) who were contacted by Agency via the Initial Email – Introduction to ID.me and have been successfully verified through Agency’s HLP once every 24 hours.
- Contractor shall deliver (supervised) remote identify proofing/verification results to Agency once every 24 hours via **Redacted** or via another acceptable method of delivery upon mutual agreement between the parties.

The attributes Contractor returns to Agency in the identity proofing results will include:

- **Redacted**
 - Full Name (First and Last Name)
 - Date of Birth
 - SSN
 - Address
 - City
 - State
 - Postal Code
 - Phone Number
 - E-mail
- Task 3 Deliverable:
 - Results of the attributes/Identity Verification Services and Proofing Services in **Redacted every 24 hours.**
 - Results of the attributes/Identity Proofing Services and Proofing Services in **Redacted every 24 hours.**

5. ACCEPTANCE CRITERIA.

- Successful completion of the test run conducted by Agency’s IT.
- See Section 6. Requirements of this Exhibit A – Statement of Work and Sections 3.2 Submission and Acceptance of Deliverables and Section 3.3 Rejection of Deliverables; Corrections of this Contract for additional reference.

6. REQUIREMENTS.

- Responsible party (Agency or Contractor) for each requirement described below is identified.
- Requirements that are identified for Contractor’s responsibilities are shaded.
- The requirements below will be reviewed and mutually agreed to by the parties if revision is necessary.

Table 1 - Requirements

#	Category	Name	Description	Responsible
1. Initiation				
1.1		Claim types	Include the following claims in the ID.me process - Valid claims only - NEW regular UI claims, - All new PUA claims - All new MEUC claims	Agency Bus
		Claim types	Include all active PUA claims (one time at the time of project implementation)	Agency IT
		Claim types	Exclude transitional claims from this process	Agency IT
1.4		Claim types	Claim must be valid before setting line flag.	Agency IT
1.5		Line flag	The system will automatically put a line flag on claims described in Claim Type requirements filed beginning 1/26/21	Agency IT
1.6		Line flag	Put line flag on Active PUA claims back to Week 6 2020	Agency IT
1.7		Line flag	Agency Business to determine which line flag to use. Will reuse a line flag that is not being used and change the message.	Agency Bus
1.8		Line flag	The line flag will prevent payment on the claim	Agency IT
1.9		Line flag	Flag must not generate normal suspense letter (will generate a different email)	Agency IT
1.10		Line flag	Line flag will generate email to claimant if the claimant has an email address	Agency IT
1.11		Line flag	If claimant does not have an email address no communication is sent on IC	N/A
		Line Flag	When an invalid claim becomes valid, the line flag is added.	Agency IT
1.13		Line Flag	The line flag cannot be removed by users	Agency IT
1.14		Line Flag	Business will develop process to send authorized requests to IT remove line flag (Blanket removal or more recent BYE)	Agency Bus
1.15		Line Flag	Business can request line flag be added in cases of suspected fraud	Agency IT/ Agency Bus
1.16		Line Flag	Line flag can be removed only through automated process or authorized request from the business (Process TBD)	Agency IT/ Agency Bus
2. Communication				
2.1		Email	Business will develop verbiage to be emailed when line flag set	Agency Bus
2.2		Letter	All claimants with the line flag will get a suspense letter mailed to them when they file their first week of benefits. (this notifies those without email addresses)	Agency IT/ Agency Bus
2.3		Letters	Business will develop verbiage for suspense letter sent when first week if filed	Agency Bus
2.4		Web Pages	Process pages will be updated to advise claimants of the ID verification process.	Agency IT/ Agency Bus

2.5		Web Pages	The initial claim advices presented at the end of online initial claim will be updated to advise claimants of the ID verification process.	Agency IT/ Agency Bus
3. Verification				
3.1		Hosted Landing Page (HLP)	ID.me will provide landing page for OED claimants	Contractor
3.2		Verification	ID.me will send Redacted file of successful verifications to OED	Contractor
3.3		Verification	ID.me will provide successful verifications to OED daily	Contractor
3.4		Verification	IT will upload Redacted data to mainframe	Agency IT
3.5		Verification	IT will remove line flag when data received from ID.me is uploaded	AGENCY IT
3.6		Verification	Removal of line flag will allow the claim to continue as it normally would	AGENCY IT
3.7		Fraud	ID.me will identify potential fraud via their predefined criteria	Contractor
3.8		Fraud	ID.me will send potential fraud users to AGENCY via TBD (e.g. separate Redacted	Contractor
3.9			IT will upload potential fraud Redated data to mainframe	AGENCY IT
3.10		Fraud	Business will develop process to get potential fraud accounts to Redacted	AGENCY Bus
4. Closeout				
4.1		Deny Decision	Claims that have had line flag for XX days will be identified for deny process.	AGENCY IT
4.2			If ID is not verified within XX number of days, the claim will be denied	AGENCY Bus
4.3			Business to determine denial process and reasons to use	AGENCY Bus
5. Reports				
5.1		Data	IT will develop a table to hold data on the line flag	AGENCY IT
5.2		Reports	The following data will be retained for this process: - claimants sent to ID.me - date line flag added - date line flag removed - result of verification (whether ID was verified or not) - suspected fraud sent to ID.me - result of verification on fraud (whether ID was verified or not)	AGENCY IT
5.3		Reports	Report will be provided to validate charges - Number of claimants sent to ID.me - Number verified	Contractor
6. Contract				
6.1		Charges	AGENCY will only be charged if the ID in verified	Contractor
6.2		Charges	AGENCY will only be charged for verification of the claimants sent to ID.me	Contractor
6.3		Charges	If user was already verified by another agency, AGENCY will be charged half price Redacted; see section 4.2.3 on page 2)	Contractor

6.4		Charges	If a claimant is sent to ID.me on two different claims (i.e., IC and PUA), vendor will only charge for one verification	Contractor
6.5		Charges	Bulk purchase of verifications will be discounted from price of individual verifications (see 4.2.1 on page 2)	Contractor

7. PROJECT SCHEDULE. TBD.

8. KEY PERSONS

Contractor’s Contract Administrator for this Contract is:

Mere Work, Sr. Account Executive

ID.me, Inc.

8280 Greensboro Dr Suite 800

Phone: **Redacted**

mere.work@id.me

Agency’s Contract Administrator for this Contract is:

Bill Truex, Chief Information Officer

Oregon Employment Department

875 Union St. NE

Salem, Oregon 97311

Phone: (503) 947-1562

Bill.L.Truex@oregon.gov

Exhibit A – Attachment 1

Service Agreement

[Please note that “Partner” in the Services Agreement below refers to “Agency”]

SERVICES AGREEMENT

This SERVICES AGREEMENT (the “Agreement”) is made as of ~~Feb 4, 2020~~ (the “Effective Date”), by and between ID.me, Inc., a Delaware Corporation (“ID.me”), and the Oregon Employment Department (“OED” or “Agency”)¹ (“Partner”).

WITNESSETH:

WHEREAS, ID.me provides certain services to permit its partners to verify the legal identity and certain additional attributes of Partner End Users in accordance with NIST standards (the “Verification Product”); and

WHEREAS, Partner may desire to utilize the Verification Product or other Services provided by ID.me; and

WHEREAS, ID.me and Partner wish to enter into a relationship by which Partner will receive certain Services from ID.me in exchange for payment of fees or consideration for future business, all upon the terms specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, ID.me and Partner agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

1.1. “Affiliate” means any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with a Party. For purposes of this Section 1.1, “control” shall mean (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the power to direct the management and policies of such non-corporate entities.

1.2. “Confidential Information” means any (i) information that is designated in writing as confidential, as well as the terms and conditions of this Agreement, (ii) information with respect to which the receiving party is notified in writing that the information is being transmitted on a confidential basis, (iii) the course of dealing between Partner and its Affiliates that the disclosing party or any of its Affiliates makes reasonable efforts to protect from disclosure to third parties, regardless of the medium or media on which such information is stored, recorded, conveyed, or communicated, including without limitation, (A) production figures; (B) technical drawings, product designs, and unpublished product specifications; (C) ideas for research and development; (D) computer software (including software that is proprietary to third parties and as to which Partner or ID.me, as applicable, has undertaken non-disclosure obligations to such third parties; (E) inventions, whether or not patentable; (F) cost, profit, and other financial data; (G) trade secrets; (H) any information to which a party has access while on the other party’s business premises or using or accessing the other party’s technology systems; and (I) any other proprietary and/or confidential information which may relate to the products, technology, trade secrets, know-how, and/or other valuable business or technical information of a Party, whether disclosed prior to or after the Effective Date. The Parties agree that the ID.me Database and all information contained therein are deemed to be Confidential Information of ID.me.

1.3. “Derivative” shall mean any improvement, discovery, innovation, enhancement, derivative work, or modification of or to any Pre-Existing Technology that is made solely by or on behalf of one Party without contribution from the other Party in accordance with this Agreement.

¹ Please confirm entity name.

- 1.4. “Fees” has the meaning set forth in ORDER FORM No. 1.
- 1.5. “ID.me Database” means ID.me’s database and list of individuals and their personally identifiable information, email addresses, group affiliation and other information.
- 1.6. “ID.me Derivative” has the meaning set forth in Section 4.1.
- 1.7. “ID.me Scan” means ID.me’s personal identification document scanning API and/or verification app and/or SDK solution used to perform certain identification scans and or provide certain verification results.
- 1.8. “ID.me Trademarks” has the meaning set forth in Section 4.2.
- 1.9. “Intellectual Property Rights” means any and all now known or hereafter existing: (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.
- 1.10. “Order Form” means one or more written orders for Services, which will be in the form of work orders or purchase orders issued by Partner and accepted by ID.me and which, upon execution by both parties, will become part of this Agreement.
- 1.11. “Partner End User” means any person who accesses Partner applications through Partner’s brick and mortar locations, Partner websites, mobile phones and tablets and any other points of entry.
- 1.12. “Partner Websites” means the digital properties, to include websites and mobile applications, of Partner.
- 1.13. “Party” means ID.me or Partner; and “Parties” means ID.me and Partner, in each case, as applicable.
- 1.14. “Person” means a corporation, limited liability company, partnership or other entity or an individual person.
- 1.15. “Personal Information” means information provided to ID.me in the course of ID.me’s performance under this Agreement that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers (including social security numbers, driver’s license numbers or state-issued identification numbers), passwords or PINs, financial account numbers, credit card numbers, debit card numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).
- 1.16. “Pre-Existing Technology” shall mean technology, know-how and Intellectual Property Rights owned or developed by a Party (or to which such Party has a license to use, other than pursuant to this Agreement) prior to the development efforts undertaken hereunder by the Party, and all intellectual property rights inherent therein.
- 1.17. “Services” means the Verification Product services, credentialing services or other services provided by ID.me to Partner, which shall be specified from time to time on an Order Form.
- 1.18. “Termination Date” means the date on which this Agreement terminates or expires, as set forth in this Agreement.
- 1.19. “Verification Product” has the meaning set forth in the Recitals.

ARTICLE II –RESPONSIBILITIES OF THE PARTIES

2.1. ID.me Responsibilities. ID.me shall provide certain Services to Partner as specified on an applicable Order Form, which Order Form shall be incorporated into and become part of this Agreement.

2.2. Partner Responsibilities. Partner shall perform the responsibilities as set forth on any applicable Order Form and shall pay the Fees for any Services as set forth in the applicable Order Form.

ARTICLE III – PRICING

3.1. Fees. In connection with the Services and any products provided by ID.me to Partner as provided in this Agreement and any applicable Order Form, Partner hereby agrees to pay ID.me any Fees as set forth in the applicable Order Form for those Services and/ or products specified in such Order Form.

ARTICLE IV – INTELLECTUAL PROPERTY; TRADEMARKS

4.1. ID.me Intellectual Property Rights. ID.me shall retain all right, title, and interest in and to ID.me’s Pre-Existing Technology and any Derivative made by ID.me or for ID.me (“ID.me Derivative”) and any Intellectual Property Rights related thereto. ID.me shall have the exclusive right, and shall be solely responsible, to apply for or register, maintain and bear all costs and expenses associated with, any patents, mask work rights, copyrights, and such other proprietary protections with respect to ID.me’s Pre-Existing Technology and ID.me Derivatives. Partner shall execute such documents, render reasonable assistance, and take such other actions as ID.me may reasonably request, at ID.me’s expense, to apply for, register, perfect, confirm, and protect ID.me’s rights in the foregoing. Without limiting the scope of the foregoing, Partner agrees and acknowledges that any and all ownership rights in ID.me Scan, and all Intellectual Property Rights therein, shall remain with ID.me and (as applicable) its licensors, and Partner shall only have the limited rights of use thereof as expressly set forth in this Agreement.

4.2. ID.me Trademarks. Partner acknowledges the great value of the goodwill associated with the ID.me’s trade names, trademarks and branding (the “ID.me Trademarks”) and agrees that the ID.me Trademarks are the sole property of ID.me. Partner agrees that it shall not assert any claim of ownership to the ID.me Trademarks or otherwise interfere with ID.me’s sole and exclusive rights to said ID.me Trademarks. Any use and display of ID.me Trademarks by Partner shall inure to the benefit of ID.me.

ARTICLE V - CONFIDENTIALITY AND NON-DISCLOSURE

5.1. Treatment of Confidential Information. ID.me and Partner acknowledge that in the course of their dealings under this Agreement, each Party, (as such, the “Disclosing Party”) will provide and will permit the other Party (as such, the “Receiving Party”) to have access to Confidential Information of the Disclosing Party. Each Party in its capacity as Receiving Party, agrees that it will: (a) hold all Confidential Information that it receives from the Disclosing Party in strict confidence; (b) use such Confidential Information solely for the proper performance of its functions and obligations under this Agreement; (c) upon termination of this Agreement it will return to the Disclosing Party all copies of such Confidential Information in the possession of the Receiving Party; (d) advise those to whom disclosure of the Confidential Information is made of the confidential nature of the Confidential Information and of the prohibitions contained herein; (e) not duplicate Confidential Information, except as reasonably necessary to perform its duties under this Agreement; and (f) not remove or destroy any proprietary or copyright notice appearing on Confidential Information. Each Party, in its capacity as Receiving Party, will cause each of its agents or employees who or which has access to the Confidential Information of the Disclosing Party to comply with the restrictions of confidentiality and non-use that are applicable to the Receiving Party in this Article V. Each Party, in its capacity as Receiving Party, acknowledges and agrees that a breach of its commitments in this Article V may result in damage to the other Party that may be irreparable in nature and is not susceptible on monetary determination and that, accordingly, in the event of any such breach, the non-breaching Party will have the right, in addition to all other rights and remedies permitted under applicable law, to seek and secure compliance by the breaching Party with such commitments through the order for injunctive relief by a court of competent jurisdiction. The Parties to this Agreement will also not disclose to any third persons that each Party is currently under contract unless given written permission by the other Party prior to the release of such information to any outside persons or parties.

5.2. Release from Restrictions. The provisions of Section 5.1 shall not apply to any Confidential Information disclosed hereunder which:

- (a) was known or used by the Receiving Party prior to its date of disclosure to the Receiving Party, as evidenced by the prior written records of the Receiving Party; or
- (b) either before or after the date of the disclosure to the Receiving Party, is lawfully disclosed to the Receiving Party by an independent, unaffiliated third party rightfully in possession of the Confidential Information; or
- (c) either before or after the date of the disclosure to the Receiving Party, becomes published or generally known to the public through no fault or omission on the part of the Receiving Party or its Affiliates and under no obligation of confidentiality; or
- (d) is required to be disclosed by the Receiving Party to comply with applicable laws, judicial order or to comply with governmental regulations, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party and reasonably cooperates with Disclosing Party's efforts and actions to avoid and/or minimize the degree of such disclosure.

5.3. Survival of Confidentiality Obligations. The foregoing confidentiality obligations of the Parties shall remain binding on both Parties after termination of the Agreement for a period of one (1) year. The Parties acknowledge that any breach of this Article V may constitute irreparable harm, and that either party shall be entitled to seek specific performance or injunctive relief to enforce this Article V in addition to whatever remedies such party may otherwise be entitled to at law or in equity.

ARTICLE VI - TERM AND TERMINATION

6.1. Term. Unless otherwise earlier terminated pursuant to the terms of this Agreement, this Agreement shall be effective upon the date that each party signs this Agreement until the earlier of (i) the date on which ID.me has performed and delivered a total of 100,000 credentials to Partner and (ii) a period of twenty four (24) months from the Effective Date (the "Term").

6.2. Mutual Termination. This Agreement may be terminated at any time by a written agreement signed by both Parties.

6.3. Termination for Breach. Upon any material breach or default under this Agreement by either Party, the Party not in default or breach (the "Non-Breaching Party") may terminate this Agreement upon thirty (30) days written notice to the Party in default or breach (the "Breaching Party"), with such termination to become effective upon expiration of said thirty (30) day period, unless within said thirty (30) day period the Breaching Party shall have cured such breach or default.

6.4. Consequences of Termination.

- (a) Upon the expiration or termination of this Agreement:
 - (i) Partner will pay ID.me earned but unpaid Fees (if any) as of the Termination Date.
 - (ii) Any licenses granted hereunder shall immediately and automatically terminate.
 - (iii) Each Receiving Party shall destroy or return, at the Disclosing Party's option (for Agency, under Section 10. Confidentiality of this Contract, COVID-19-244 and ORS 191.001 to ORS 192.170), all of the Confidential Information, and any copies thereof, of the Disclosing Party within the Receiving Party's possession or control.
 - (iv) Partner shall return any hardware or remove any software provided by ID.me to Partner within thirty (30) days of the termination of this agreement. Partner shall have the option to purchase any hardware provided from ID.me upon the mutual agreement of both parties.
- (b) The provisions of Articles IV through XI, will survive the expiration or termination of this Agreement.

(c) Any termination or expiration of this Agreement shall not serve to eliminate any liability arising out of conduct prior to the actual date of termination or expiration, and either Party may, following such termination or expiration, pursue such remedies as may be available with respect to such liabilities. In addition, notwithstanding the termination or expiration of this Agreement, any provisions of this Agreement specifically providing for survival shall continue in full force and effect.

ARTICLE VII - REPRESENTATIONS AND WARRANTIES

7.1 Authorization. Each Party represents and warrants to the other that it has the legal right, authority and power to enter into this Agreement, to extend the rights granted or to be granted to the other in this Agreement, and to fully perform its obligations hereunder, and that it has not made and will not make any commitments to others in conflict with or in derogation of such rights or this Agreement. Each Party further represents to the other that, as of the Effective Date, and to its actual knowledge, it is not aware of any legal obstacles, including, without limitation, patent rights of others, which could reasonably be expected to prevent it from carrying out its obligations under this Agreement. In addition, each Party represents and warrants that it will adhere to all applicable laws, rules, and regulations in performing its obligations to the other Party hereunder.

7.2 Partner agrees to not use ID.me's Services in any way which: violates or infringes ID.me's or any third party's intellectual property rights; transmits software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

7.3 ID.me Representations. ID.me represents and warrants that (i) any products and services provided by ID.me hereunder do not infringe on any Intellectual Property rights of any third party; (ii) it will provide its services to Partner in a manner consistent with the generally accepted industry standards reasonably applicable to this Agreement; (iii) ID.me's services will be performed in accordance with any applicable Order Form; and (iv) any products and services provided by ID.me hereunder are and will remain in compliance with applicable laws, rules, regulations, and any industry security standards.

7.4 Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING ANY EXHIBIT OR ORDER FORM HERETO) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY AGREES THAT THE FOREGOING REPRESENTATIONS AND WARRANTIES CONSTITUTE SUCH PARTY'S SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT. EACH PARTY, WITH RESPECT TO ITS OWN PRODUCTS, MAKES NO, AND DISCLAIMS ANY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ANY WARRANTY AGAINST INTERFERENCE WITH QUIET ENJOYMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUCH PARTY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE AFOREMENTIONED REPRESENTATIONS AND WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL EXPRESS WARRANTIES, IF ANY, MADE BY SUCH PARTY. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. FURTHERMORE, NEITHER PARTY WARRANTS THAT ITS PRODUCTS, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE.

ARTICLE VIII

8.1 [reserved]

ARTICLE IX – LIMITATION OF LIABILITY

9.1 EXCEPT FOR LIABILITY ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF INSTANCES OF (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY, INCLUDING ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) DAMAGES AWARDED TO A THIRD PARTY FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT; (III) BREACH BY

EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS; OR (IV) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE, INJURY TO PROPERTY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. EXCEPT FOR LIABILITY ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF INSTANCES OF (I) GROSS NEGLIGENCE, FRAUD, WILLFUL OR CRIMINAL MISCONDUCT BY A PARTY, INCLUDING ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS; (II) DAMAGES AWARDED TO A THIRD PARTY FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT; (III) BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS; OR (IV) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EACH PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT, SHALL IN NO CIRCUMSTANCES EXCEED A SUM EQUAL TO TWENTY THOUSAND DOLLARS.

ARTICLE X - NOTICES AND OTHER COMMUNICATIONS

10.1 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, electronic mail or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below, or as subsequently modified by written notice:

(a) if to Partner:

Bill Truex
Oregon Employment Department
875 Union St. NE
Salem, Oregon 97311
Attention: Bill Truex, Chief Information Officer
Email: Bill.L.Truex@oregon.gov

(b) if to ID.me, to:

ID.me, Inc.
8270 Greensboro Drive
Suite 400
Tysons Corner, VA 22102
Attention: General Counsel
Email: legal@ID.me

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

11.2 Governing Law. This Agreement shall be construed, governed, interpreted and applied in accordance with the internal laws of the State of Oregon without reference to its conflicts of law provisions.

11.3 Entire Agreement. The Parties hereto acknowledge that this Agreement and all Exhibits and Schedules attached hereto set forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof and supersede all prior understandings and writings related thereto.

11.4 Amendment Waiver. This Agreement and shall not be modified or amended except by the execution of a written instrument signed by the Parties hereto. Any waiver, consent or approval of any kind or character on the part of any Party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

11.5 Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or .pdf format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.6 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed to create the relationship of partners, joint venturers, or of principal and agent, franchiser and franchisee, or of any association or relationship between the Parties other than as expressly provided in this Agreement. Partner acknowledges that it does not have, and Partner shall not make representations to any third party, either directly or indirectly, indicating that Partner has any authority to act for or on behalf of ID.me or to obligate ID.me in any way whatsoever. ID.me acknowledges that it does not have, and it shall not make any representations to any third party, either directly or indirectly, indicating that it has any authority to act for or on behalf of Partner or to obligate Partner in any way whatsoever.

11.7 Severability. If any provision of this Agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall be construed and reformed and shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in this Agreement.

11.8 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party; provided that either Party may freely assign or sublicense its rights hereunder to an Affiliate of such Party upon prior written notice to the other Party; provided, however, that such assignee: (i) is not a competitor of the non-assigning Party; (ii) agrees in writing to be bound by and comply with the terms and conditions of this Agreement prior to the effective date of the assignment; and (iii) the assigning Party demonstrates to the other Party's reasonable satisfaction that the assignee possesses a technical competence and financial net worth equal to or greater than those of the assigning Party. Any assignment in violation of this Section 11.10 shall be void.

11.9 Attorney's Fees. In any legal action or other proceeding (including any arbitration proceeding) brought to enforce or interpret the terms of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and other costs and expenses incurred in that proceeding and in any subsequent appeals, in addition to any other relief to which it is entitled.

11.10 Successors and Assigns. Subject to Section 11.10 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

Exhibit A – Attachment 2
Terms of Service

[Please note that “you” and “your” in the Policy below refer to Claimants of Oregon’s unemployment insurance who access ID.me, Inc.’s identity verification services hosted on Hosted Landing Page]

Terms of Service

Version: 10.0.0

Last updated: 2019-12-31

In the event of any discrepancy between a non-English version of these Terms of Service and the English version of these Terms of Service, the English version (available at <https://www.id.me/terms>) shall prevail in all respects.

Welcome to the ID.me, Inc. (“ID.me” or “we” or “us”) service hosted at www.ID.me and other affiliated websites and mobile phone applications (collectively, the “Service”). These Terms of Service and other referenced policies explain:

- how ID.me provides its online service to you, as a user, when you apply and qualify for an ID.me account;
- the terms and conditions under which we provide the ID.me Service; and
- the terms and conditions for using our website at www.ID.me, the ID.me mobile application, or elements of ID.me’s technology platform (such as group affiliation widgets present on its client’s websites) (collectively, the “Website”).

1. Your Agreement to these Terms of Service

Provision of the Service and your acceptance of all applicable terms and conditions, policies, and all other obligations upon you, will be governed by [Delaware law](#) and controlling [U.S. Federal law](#), or where indicated, other applicable international laws.

NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THE TERMS OF SERVICE INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH ID.ME.

Please read these Terms of Service carefully. By signing-up to use the ID.me Services you acknowledge that you have read, understood, and agreed to be bound to all the terms of these Terms of Service as well as the policies referenced in these Terms of Service, including our [Privacy Policy](#), [Biometric Data Privacy Policy](#), [Cookie Policy and Credential Policy](#), and other policies that ID.me may from time to time issue. If you do not agree to these terms, please do not access or use the Service or Website.

Global Minimum Age Requirements: Persons under the age of 18 may not use the Service or Website. The Service and Website are neither intended for nor designed to be used by anyone under the age of 18. The Website and Service are intended solely for persons who are 18 years of age or older. Any access to or use of the Website or Service by anyone under 18 years of age is expressly prohibited. By accessing or using the Website or Service, you represent and warrant that you are 18 years old or older. If you have reason to believe that a person under 18 years of age is using our Service or Website, please contact us at support@id.me and we will immediately delete such information, subject to and in compliance with applicable law.

If we decide to change these Terms of Service, we will post those changes to this page so that you are aware of them. We reserve the right to modify these Terms of Service at any time, so please review it frequently. If we make material changes to these Terms of Service, we will notify you here, by email, or by means of notice on our home page. Unless otherwise noted by us, your continuing use of ID.me's services after we have notified you of any changes to these Terms of Service will indicate your agreement to all changes. If, at any time, you do not agree to any terms of ID.me's applicable Terms of Service you may close your account.

2. Service Definition

The Service we Provide. The ID.me Service provides users with a simple and secure way to remotely verify their identities and affiliations (e.g., veterans, first responders, and members of other designated groups) once, and then share their identity and associated attributes at their discretion with parties that rely on these verifications. ID.me protects a user's identity while simultaneously providing a level of assurance to businesses and government agencies (each a "Relying Party") that the user's identity, and attributes associated with that identity, are verified, based upon widely-recognized standards. The assurance provided by the Service allows both the user and the Relying Party to confidently complete transactions in a secure digital environment. In addition, ID.me provides its registered users ("Members") with access to certain exclusive benefits, including without limitation, deals, discounts, cash back rebates and employment and educational opportunities, offered by participating retailers, service providers, employers, benefits administrators, and municipal, state and federal government agencies. Additional benefits and discounts may be offered to eligible parties, including our nation's veterans, first responders, and members of other designated groups. To verify whether you qualify to receive these discounts and benefits, you will be required to provide us with certain personally identifiable information as described in our Privacy Policy. By providing us with this information, you understand, agree, and authorize us to use such information to verify your eligibility, which shall include, but not be limited to, sharing such information with (i) certain third party entities who are capable of helping us verify your identity or affiliations, (ii) Relying Parties that wish to offer certain access privileges to you upon the receipt of your explicit consent, and (iii) otherwise as detailed in our Privacy Policy. Before ID.me provides a third party with your information, you will be asked to authorize this release. This process is further described in our Privacy Policy. You may revoke subsequent access to this information by ID.me or by any Relying Party at any time by accessing your account settings.

ID.me also offers a service that allows its Members to earn cash back on qualifying online purchases made on the websites of participating retailers, service providers, employers or benefits

administrators (the “Merchant Partners”) through its cash back rebates program (the “Cash Back Loyalty Program”). ID.me is not responsible for the products or services offered by our Merchant Partners. ID.me is responsible only for establishing and maintaining your account based upon the information you provide, posting the purchase information provided by the Merchant Partners and compensating registered Members who request payment of Cash Back Rebates.

Prior to using the ID.me Service, you must indicate that you understand and agree to be bound by these Terms of Service. From time to time, (e.g., when we are validating your ID.me account, when we are re-confirming or re-validating the information in your account, and/or when you are renewing your registration with ID.me or its Services), we may, request that you reaffirm your understanding and agreement to be bound by these Terms of Service. How do we do this? ID.me maintains an account for you that contains your identity and group affiliation information. Before you are able to use your account, ID.me must first verify your identity through a process called identity proofing. As part of the identity proofing process, you must provide us with various forms of information such as your name, date of birth, social security number, driver’s license number, passport number, street address, email address, telephone number, financial account number and other personal information. The extent of the information needed is determined by the ‘strength’ of the validation process you choose or need from our service.

ID.me provides both ‘Unsupervised’ identity proofing, where you can sign-up online from a personal computer or mobile device, and a ‘Supervised (in-person)’ identity proofing, where you can present yourself and your identity evidence to an individual also known as a “Trusted Referee” who is authorized to review your information and help you through the process of validating your information. If we have problems with the identity proofing process, we may ask for further information to help us establish your identity and, in some cases, we may refer Unsupervised applicants to a Trusted Referee, so that they may complete the process in-person. In either case, our identity proofing process meets or exceeds industry best practices and applicable established standards. When we review your forms of identity evidence we may use special technologies to validate the documents you submit, and we may also use third parties recognized as authoritative sources (such as DMVs or credit bureaus) to corroborate the evidence. In addition, to make it easier for you to enter your address, ID.me uses Google Maps APIs. By using the ID.me Service, you are agreeing that you are bound to the Google Terms of Service and Google Privacy Policy. ID.me’s Credential Policy gives further details of how we accomplish our identity proofing. In addition, ID.me’s Privacy Policy gives you details of how we protect the personal information you provide to us. Once we have completed our verifications, we will validate your ID.me account you will be able to use your ID.me account to provide a level of “proof” or assurance to another party of your identity or affiliation without having to provide these other parties with the more extensive information that you have provided Id.me for the identity proofing process. As further outlined in our Privacy Policy, ID.me will not provide your personal information to a third party without your express consent.

Your Obligations. By using the ID.me Service, you expressly agree that:

1. your identity, as established by the information and documents that you submit, matches the identity you claim while using the ID.me Service

2. all information provided by you is complete and correct;
3. you are affiliated with the groups that you attach to your ID.me account; and
4. any product discounts, cash rebates, deals, employment and educational opportunities (collectively, "Discounts") are intended for the Member's personal use. Reselling, transferring, or exporting any discounted products and/or Discounts for the Member's financial gain is strictly prohibited.

Please note that Members may only use their ID.me account to verify their own identity, and any use by a party other than the Member, to verify the Members identity or to receive any benefits or Discounts, will be considered a material misrepresentation. ID.me, in its sole discretion, may immediately revoke a Member's ID.me account upon learning of a violation of any terms contained herein, including, but not limited to inappropriate use of a Member's ID.me account, and reserves the right to seek all other available remedies, in law or in equity.

When verification is required, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to ID.me and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship. See our Privacy Policy for how we treat your data.

3. General Provisions

Any unauthorized use of the ID.me Service or access to this Website, including without limitation for any commercial or competitive purpose is strictly prohibited and may result in suspension or termination of your account. In addition, you must NOT:

- Falsely claim an identity other than your own or one you are establishing on behalf of another person with their specific authority;
- Falsely claim that you are associated with a particular group;
- Falsely claim that you possess or use a validated account;
- Falsely claim to be a service member, a veteran or an immediate family member of a service member or veteran;
- Falsely claim that you are associated with another person or entity;
- Collect information about ID.me, the Website or users of the Website without ID.me's written consent;
- Modify, frame, render (or re-render), mirror, truncate, inject, filter or change any content or information contained in the Website, without ID.me's written consent;
- Use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor the Website or any portion thereof;
- Disguise the origin of information transmitted to, from, or through the Website;

- Circumvent any measures implemented by ID.me aimed at preventing violations of the Terms of Service.

In addition to violating the Terms of Service of the Website, any of the foregoing actions on your part, or on behalf of any entity you are representing, constitutes intentional, unauthorized access of ID.me's protected computer, may constitute a violation of state and federal law, including, but not limited to the Computer Fraud and Abuse Act (18 U.S.C. § 1030), and may potentially subject you and any affiliated parties to civil liability and criminal prosecution.

4. Use of Website Content

All materials provided on the Website, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services ("Materials" or "Content"), are provided either by ID.me or by respective third-party authors, developers or vendors ("Third Party Providers") and are the copyrighted works of ID.me and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of ID.me and/or a Third Party Provider. Also, you may not "mirror" or "archive" any Materials contained on the Website on any other server without ID.me's prior express written permission. Except where expressly provided otherwise by ID.me, nothing on the Website shall be construed to confer any license or ownership right in or to the Materials, under any of ID.me's intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Materials provided by Third Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by ID.me. ID.me does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by ID.me. Any unauthorized use of any Materials contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

5. Termination

Termination of Your account You or we may suspend, revoke or terminate your account, your ID.me account, or your use of this Service at any time, for any reason or for no reason and without notice. In such an event, we will protect your personal information as set forth in our Privacy Policy. In spite of any suspension, revocation or termination, you remain personally liable for any orders that you place or charges that you incur prior to termination

Termination of ID.me's Service In the unlikely event that ID.me terminates the overall provision of its service, ID.me protect and/or destroy your Personally Identifiable Information in accordance with our Privacy Policy.

6. Links to third party sites

The ID.me Service may provide and the Website may contain links or have references to websites controlled by parties other than ID.me. ID.me is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party websites. Moreover, these third-party websites are governed by their own terms of use and privacy policies, which we encourage you to review. ID.me is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ID.me of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by ID.me. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

Your account may be validated by using a third-party authentication method from a third-party app or site. You understand that that the third-party app site that you allow to authenticate you, has its own terms of service and privacy policy that would apply to your use of such app or site. In the event that you use a third-party authentication method, you represent that you are and have authorized access to the third-party account and are bound by the terms and conditions of that third party.

7. Submissions

Except where expressly provided otherwise by ID.me, all comments, feedback, information and data submitted to ID.me through, in association with or in regard to the Service, Website, and/or any other ID.me goods or services ("Submissions") shall be considered non-confidential and ID.me's property. This may not include copyright ownership of images which you may upload but does include an express license to use said images in any method ID.me sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to ID.me, you agree to assign to ID.me, as consideration in exchange for the use of the Service and Website, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You represent that you have the right to grant ID.me these rights. ID.me shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not ID.me, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright.

You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity.

ID.me reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any ID.me site that violates these Terms of Service and

(b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Service and/or protect the safety or security of any person or property, including any ID.me site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever. All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent. If you do so, ID.me reserves the right to cancel or suspend your account. Furthermore, ID.me reserves the right to cancel or suspend your account, if in its sole discretion, it believes you are using ID.me for improper purposes, or any purpose inconsistent with its business.

8. Cash Back

ID.me's Cash Back Loyalty Program offers a platform for its Members to earn money in the forms of automatic rebates ("Cash Back Rebates"), which are separate and apart from, and in addition to, any other discounts available through ID.me's Services. The specific terms related to the Cash Back Loyalty Program can be found here and are treated as part of these Terms of Service.

9. Fees

ID.me does not charge members any fees for registering and/or using the Service or Website.

10. Limitation of liability

In no event shall ID.me be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, Content, images, revenue, profits, use or other economic advantage, arising out of, or in any way connected with these terms, including but not limited to the accessing or use of, or inability to use, the Website or the ID.me Service, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from whom damages are being sought has been previously advised of the possibility of such damages. The limitation of liability set forth in this section shall not apply in the event of customer's breach or related to its indemnity obligations. This paragraph shall not affect the rights listed below in the section titled "Indemnities". To the extent allowed by law, in no event shall the aggregate liability of ID.me exceed \$1,000.00.

11. Licenses from ID.me

You are being granted solely a revocable, limited license, in compliance with these terms. All rights not granted to you in the Terms of Service are expressly reserved by us.

12. Licenses from you

You grant to ID.me and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, Content or other Materials, provided to ID.me by you in the course of accessing and/or using the Service and/or Website. Notwithstanding the foregoing, ID.me's obligations regarding identification and other information concerning your personal information shall at all times be governed by the terms of the Credential Policy and its Privacy Policy.

13. Representations and warranties

Each party represents and warrants that it has the power and authority to enter into these Terms. ID.me warrants that it will provide the Website and the ID.me Service in a manner consistent with its business practices, as ID.me, in its sole and absolute discretion, deems fit. You represent and warrant that any information you provide in connection with the ID.me Service is accurate and current and that you have the right to provide such information.

14. Disclaimer of warranties

Except where expressly provided otherwise by ID.me, the ID.me Service and the Website are provided "as is" and "as available." Except for the express warranties set forth herein, ID.me hereby disclaims all express or implied representations, warranties, guarantees, and conditions with regard to the ID.me Service and Website including but not limited to any implied representations, warranties, guarantees, and conditions of merchantability, fitness for a particular purpose, title and non-infringement. Except to the extent that such disclaimers are held to be legally invalid, ID.me makes no representations, guarantees or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the Website, ID.me Service, materials associated therewith, or the results you may obtain by accessing or using the Website, the ID.me Service or materials associated therewith. Without limiting the generality of the foregoing, ID.me does not represent or warrant that (a) the operation or use of the Website, ID.me Service or materials will be timely, secure, uninterrupted or error-free. You acknowledge that ID.me controls the transfer of data over communications facilities, including the internet, and that the Website and ID.me Service may be subject to limitations, delays, interception and other problems inherent in the use of such communications facilities. ID.me is not responsible for any delays, delivery failures, or other damage resulting from such problems.

15. Indemnities

You will defend, indemnify and hold ID.me harmless against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim by a third party related to your use of the Website and the ID.me Service.

16. Your responsibilities

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Website and ID.me Service, including without limitation those related to data privacy, international communications, and the exportation of

technical or personal data from locations other than the location from which ID.me controls and operates the Website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity. You are responsible for maintaining accurate account information at all times, including valid email address information. You are responsible for keeping your email address, passwords, account numbers, and other account information confidential. ID.me is entitled to act on instructions received under your username and password. ID.me is not responsible for any credits or debits made to your account by someone else who uses your password. ID.me will not be responsible for any losses or liabilities incurred through the use of your password by a third party. You authorize ID.me to disclose to third parties, information you have provided, or information that ID.me has obtained about your ID.me account, as further set forth in our Privacy Policy.

17. Notices

For general changes which do not affect the collection or handling of users' personal information in a more restrictive way, ID.me may give notice by means of a general notice on the Website, electronic mail to your e-mail address on record in ID.me's account information, or by written communication sent by first class mail or pre-paid post to your address on record in ID.me's account information. You may give notice to ID.me at any time by letter sent by confirmed facsimile to ID.ME, fax number (571) 730-3627 or by letter delivered by registered mail with return receipt to: ID.me, Inc. 8281 Greensboro Drive, Suite 600, McLean, VA 22102. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by confirmed facsimile, email or posting to the Website. ID.me may make material change to the Service that affects the prior or ongoing collection, use, dissemination or maintenance of a user's personal information, and will notify you of these changes as set forth in our Privacy Policy.

18. Copyright protection

ID.me complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to ID.me, Inc.'s designated agent via email at copyright@id.me or via registered US mail sent return receipt to: DMCA Compliance Agent, ID.me, Inc., 8281 Greensboro Drive Suite 600, McLean, VA 22102.

19. Resolution of Disputes – Mandatory Arbitration and Class Action Waiver

ID.me offers the following process to help you resolve a complaint or Dispute (as defined below) that you may have with ID.me, any services offered via the Website or Service, or use of the Website or Service. Please read this section carefully. Our Customer Service Department, which you can reach at help@ID.me, Step 1. Notice of Dispute You must first try to resolve any complaint or Dispute with us through our Notice of Dispute process. You begin by submitting a "Notice of Dispute" with any supporting documents or other information by U.S. Mail to: ID.me, Inc. Attn: Dispute Resolution Department 8281 Greensboro Drive, Suite 600 McLean, VA 22102 A "Notice of Dispute" is a written form in which you provide your name, address, contact information, email address, the facts regarding your Dispute, and the relief you are requesting from us. Once we receive your Notice of Dispute, you and we will attempt to resolve any Dispute through informal negotiation within forty-

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five (45) days from the date the Notice of Dispute is received by us. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or we may initiate an arbitration proceeding or small claims action as described below. You agree that the term “Dispute” in this Agreement will have the broadest meaning possible. It applies to any dispute, action, or other controversy between you and us relating to the Website or the Service, any transaction or relationship between us resulting from your use of the Website or Service, communications between us, the purchase/order/use of goods or services from the Website, or the Agreement embodied by the Terms of Service or Privacy Policy – whether in contract, warranty, tort, laws or regulation. The term also applies to any dispute over the validity, enforceability, or scope of this arbitration provision.

Step 2. Arbitration If your Dispute is not resolved to your satisfaction within 45 days from when we received your Notice of Dispute, you and we agree to arbitrate all Disputes between us. As we explain below, you and we also may also have the right to bring an individual action before a Small Claims Court for certain claims. You agree that arbitration or a small claims action will be your sole and exclusive remedy to resolve any dispute with us. The Federal Arbitration Act applies to this Agreement. By agreeing to arbitrate, you are giving up the right to litigate (or participate in as a party or class member) any and all Disputes in a court before a judge or jury (except Small Claims Court). Instead, a neutral arbitrator will resolve all Disputes. JAMS/Endispute, LLC, a Delaware limited liability company or any successor thereof (“JAMS”) will administer the arbitration using the JAMS’ procedures and rules in effect on the date the Arbitration is filed (“JAMS Rules”). In the event the JAMS Rules are inconsistent with this Agreement to Arbitrate, this Agreement will prevail. JAMS is independent from us, and you may obtain copies of the current JAMS Rules, and other related materials, including forms and instructions for initiating arbitration, by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, ph. 1-800-352-5267 or by visiting www.jamsadr.com.

Class Action Waiver Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

Costs If you initiate an arbitration with JAMS, we will promptly reimburse you for any standard filing fee you may have been required to pay by JAMS, once you have notified us in writing and provided a copy of the arbitration demand. However, if we are the prevailing party in the arbitration, we will be entitled to seek and recover our attorneys’ fees and costs, subject to the arbitrator’s determination and applicable law.

Small Claims Option You may also litigate any Dispute in the District of Columbia, if the Dispute meets all requirements to be heard in the small claims court. However, if you initiate a Small Claims case, you are responsible for all your court costs.

Choice of Law and Forum Selection You agree that the laws of the State of Delaware govern this agreement and any claim or Dispute or issues arising from it, without regard to Delaware’s conflict of laws rules. Unless you and we agree otherwise, in the event that the Agreement to arbitrate above is found not to apply to you or to a particular claim or Dispute as a result of a decision by the arbitrator or a court order, you agree that any Disputes or claims that you may have against us reside in and will be resolved by a state or

federal court located in Northern Virginia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

20. Miscellaneous

These Terms represents the parties' entire understanding relating to the use of the Service and the Website, and supersedes any prior or contemporaneous, conflicting or additional, communications. ID.me reserves the right to change these Terms or its policies relating to the Website and ID.me Service at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. If we make material changes to these Terms, we will notify you here, by email, or by means of notice on our home page. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website, which may be posted from time to time. Unless otherwise noted by us, your continued use of the Website and ID.me Service after any such changes are posted shall constitute your consent to such changes. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between ID.me and you as a result of these Terms or use of the Website. You may not assign these Terms without the prior written approval of ID.me. Any purported assignment in violation of this section shall be void. ID.me reserves the right to use Third Party Providers in the provision of the Website, the Service, and the goods, services and Materials associated therewith. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by ID.me.

21. Intellectual property notices

Elements of the Website and Service are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by ID.me. The ID.me trademarks and/or other ID.me identifiers referenced herein are trademarks of ID.me and/or its affiliates and may be registered in certain jurisdictions.

22. Legal Contact Information & Member Support

If you have any questions about these Terms, or if you would like to request permission to use any of ID.me's Materials, please contact our Member Support desk at help@ID.me or call 866-775-IDme (4363).

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Exhibit A – Attachment 3

Privacy Policy

[Please note that “you” and “your” in the Policy below refer to Claimants of Oregon’s unemployment insurance who access ID.me, Inc.’s identity verification services hosted on Hosted Landing Page]

Privacy Policy

Version: 6.2.0

Last updated: 2021-01-04

Document Reference: ID.me.S.00.030

English ▼

In the event of any discrepancy between a non-English version of this Privacy Policy and the English version of this Privacy Policy, the English version (available at <https://www.id.me/privacy>) shall prevail in all respects. By accessing ID.me’s Services, you acknowledge and agree that you have been provided with, and agree to be bound by the terms of, this Privacy Policy, the ID.me Terms of Service and the ID.me Biometric Data Privacy Policy.

This Privacy Policy discloses the privacy practices for the ID.me credential service and website located at www.ID.me, the ID.me mobile application, or elements of ID.me’s technology platform (e.g., group affiliation widgets) present on its client’s websites (collectively referred to hereafter as the “Website”). ID.me, Inc., the provider of the Service and Website (referred to as “us” or “we”), is committed to protecting the privacy of individuals who navigate to, or otherwise use the Service and/or Website (hereafter, “Users” or “you”). The Service and Website offer eligible Users who create an account with an electronic identification resource (or “ID.me Account”) that allows eligible Users to verify their status as a member of an affinity group create accounts with websites that use the ID.me Account and access certain exclusive benefits, including without limitation, deals, discounts, cash back rebates and employment and educational opportunities, offered by participating retailers, service providers, employers or benefits administrators (collectively, the “ID.me Service”). Once Users have created an ID.me Account, the ID.me Account serves as a portable, single digital identity that those Users can utilize to generate an account and pre-populate the account with the User’s information and, thereafter, access the goods, services, rewards and/or benefits of various participating websites (including retailers, service providers, employers, benefits administrators, etc.). Users are required to submit certain information to ID.me as part of the verification process so that we may ascertain the User’s identity, group affiliation, and determine other eligibility standards for the User tied to the ID.me Service. However, Users may choose what specific information (personally identifiable information and other forms of information as described in greater detail below) is tied to their ID.me Account, and at any time may revoke ID.me’s access to such information. In doing so, Users can control how much of that information is shared with other websites in relation to the ID.me Service. In certain cases the more information Users share the more rewards and benefits, such as deals, discounts, cash back rebates and employment and educational opportunities, the User may be eligible to receive, as further described in our Terms of Service (<https://www.id.me/terms>). However, certain participating websites may require that Users provide

certain, minimum levels of information and a User's refusal to provide such may impact his or her eligibility for the subject good, service, or benefit offered.

To avoid any confusion, Users should understand that, while we own and operate the Service and Website and certain other websites (e.g., TroopSwap.com), we do not own or operate websites owned and operated by third parties who may avail themselves of the ID.me Service (collectively referred to hereafter as the "Third-Party Websites.") This Privacy Policy is intended to inform Users about our collection, use, storage, and disclosure, destruction and disposal of information that we collect or record in the course of providing the Website and the ID.me Service. Please note, we are not responsible for the privacy practices of Third-Party Websites and they are under no obligation to comply with this Privacy Policy. Before visiting Third-Party Websites, and before providing the User's ID.me or any other information to any party that operates or advertises on Third-Party Websites, Users should review the privacy policy and practices of that website to determine how information collected from Users will be handled. Please further note, depending on a User's particular interaction with us (e.g., Users who solely navigate the Website versus Users who create an account and use the ID.me Service at Third-Party Websites), different portions of this policy may apply to Users at different times.

Please read this Privacy Policy carefully. By accessing or using the Website, you acknowledge that you have read, understood, and agreed to be bound to all the terms of this Privacy Policy and the Website's Terms of Service. If you do not agree to these terms, exit this page and do not access or use the Service or Website.

1. Changes to Privacy Policy

If we decide to change this Privacy Policy, we will post those changes to this page so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of notice on our home page.

2. Types of Information Collected and Uses of Collected Information

We collect three types of information from and about Users: Personally Identifiable Information, Sensitive Information, and Non-Personally Identifiable Information.

2.1 Personally Identifiable Information & Sensitive Information.

We do not automatically collect any Personally Identifiable Information or Sensitive Information without your consent. When you create an account to obtain an ID.me Account and use the ID.me Service, you will be asked to provide certain Personally Identifiable Information and Sensitive Information so that we can verify your identity and attributes of your identity including, but not limited to, group affiliations (e.g., Military, First Responder, Student, Veteran, etc.), memberships, social media accounts, educational degrees, and professional certifications.

“Personally Identifiable Information” is information that identifies a specific individual, including, without limitation, first and last name, mailing address, e-mail address (including, without limitation, .mil e-mail address), telephone number, social security number, date of birth and photographic images. We collect this information through a variety of means, which may include from your identity documents, text you input and/or images and selfies we ask you to provide. We will only share your Personally Identifiable Information to the extent necessary to allow us to manage our relationship with you.

In addition, you may be asked to provide certain further information or documentation that we will use to verify your eligibility to receive discounts and benefits from organizations and registration authorities such as government agencies, telecommunications networks, credit card bureaus, financial institutions, or authoritative agents with access to your group affiliation credentials, military records (which may also contain Personally Identifiable Information)(collectively, “Registration Authorities”), your spouse’s or immediate family member’s social security number, military affiliation(s), dates of active and reserve duty service, and information related to your accounts with financial institutions (“Sensitive Information”).

The decision to share specific items of your Personally Identifiable Information and/or Sensitive Information with the ID.me Service or opportunities offered by Third-Party Websites which are conditioned upon certain eligibility requirements is yours and yours alone. This is also true for any Third-Party Websites in connection with your participation, if applicable, in the ID.me Cash Back Program and with certain aspects of the ID.me Service, including certain deals, cash back rewards, offers. You can elect to provide all or only some of the information requested by the Website during the registration process and at any time you may decide to remove some of the information that you previously provided. However, if you decline to provide any of the above information, you may not be able to register for an ID.me Account or to access certain benefits of the ID.me Service (including certain deals, cash back rewards, offers or opportunities offered by Third-Party Websites which are conditioned upon certain eligibility requirements). In addition to using your Personally Identifiable Information and Sensitive Information to provide the ID.me Service, we may also use this information to troubleshoot, resolve disputes, accomplish administrative tasks, contact you, enforce our agreements with you, including the Website’s Terms of Service and this Privacy Policy, comply with applicable law, and cooperate with law enforcement activities. Furthermore, we reserve the right to audit your eligibility (e.g., group affiliations such as active duty military or student status); to audit user accounts for fraud by, for example, verifying that purchases, upgrades, or benefits (both tangible and intangible) are delivered to registered user addresses or used by the registered user and not otherwise resold, transferred, or distributed by Users for their personal, financial gain; and to prevent duplicate ID.me Accounts from being created with the same information.

2.2 Non-Personally Identifiable Information.

Identifiable Information is information that does not identify a specific User. This type of information may include things like the Uniform Resource Locator (“URL”) of the website you visited before coming to the Website, the URL of the website you visit after leaving the Website, the type of browser you are using, your Internet Protocol (“IP”) address, occupation, language, unique device identifier, approximately geographic location, and time zone. We, and/or our authorized Third-Party service

providers and advertisers, may automatically collect this information when you visit our Website through the use of electronic tools like Cookies and Web beacons or Pixel tags or location based capabilities on your mobile device, including those described in Items 4 and 8 of this Privacy Policy. We use Non-Personally Identifiable Information to troubleshoot, administer the Website, analyze trends, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. We may also share this information with our authorized Third-Party service providers and advertisers to measure the overall effectiveness of our online advertising, content, and programming. In certain limited instances, we may combine certain Non-Personally Identifiable Information with other identifiers in order to confirm your identity as part of the ID.me verification process. For example, we may combine an approximate geographic location obtained from a User's mobile device and match it with address information the User voluntarily submitted to the Website in order to confirm the User's identity and prevent fraudulent conduct. Notwithstanding, this information would still be considered Non-Personally Identifiable Information when it is taken alone or combined only with other non-identifying information (for example, the type of web browser used by the User).

In order to better serve members of America's Armed Forces and other personnel covered by the Service Members Civil Relief Act (SCRA) (50 U.S.C. App. 501 et. seq.)*, ID.me provides services to Financial Services companies and Third-Party Websites in order to facilitate their compliance with the provisions of SCRA. By joining ID.me, you agree that ID.me may use your personal information in order to assist Financial Services companies and Third-Party Websites to determine your eligibility or your family member's eligibility for SCRA benefits and protections. ID.me may periodically use your personal information to confirm your SCRA eligibility or your family member's eligibility at a later point in time to inform third parties of any changes to your SCRA eligibility status. Source of this information may include, but are not limited to, publicly available websites, physical documentation, financial information, ID.me's network or third parties that have a relationship with ID.me.

*The scope of ID.me's SCRA services includes all individuals protected by the SCRA (i.e. personnel serving in the United States Armed Forces, commissioned officers of the Public Health Service and the National Oceanic and Atmospheric Administration, U.S. citizens serving with the armed forces of nations allied with the United States, and, where applicable according to federal or state laws and regulations, dependents and family members of an individual protected under the SCRA.

3. Release of Personally Identifiable Information

We will not share, sell, rent, or trade your Personally Identifiable Information or Sensitive Information with other parties, except to verify your identity and eligibility or upon receipt of your consent as provided below:

We will share your Personally Identifiable Information and Sensitive Information with entities necessary to validate your ID.me Account and provide the ID.me Service to you. In order to verify your identity and eligibility to receive discounts, cash back rebates and other benefits from merchants and other service providers, we will provide your Personally Identifiable Information and Sensitive Information to third parties such as government agencies, telecommunications networks, financial institutions or other trusted and reliable sources of

information. Our provision of your Personally Identifiable Information to the foregoing parties is solely to verify your identity and eligibility for the ID.me Service. We have established relationships with Registration Authorities similar to the entities described above whereby the Personally Identifiable Information and Sensitive Information you provide to us will be transmitted to them using industry standard encryption tools, designed to protect such information from unauthorized access.

By providing any personally identifiable information and sensitive information to us, you authorize ID.me to provide such information to the above Registration Authorities and other trusted entities in order to verify your identity and eligibility to receive discounts, cash back rebates and benefits. We will share certain Personally Identifiable Information tied to your ID.me Account (including the ID.me Cash Back Program) with Third-Party Websites where you grant us permission to do so by creating an account with the Website and utilizing your ID.me Account to access and use Third-Party Websites (including, without limitations, use of your ID.me to create an account, register or subscribe with a Third-Party Website). We do not share your Personally Identifiable Information or Sensitive Information with Third-Party Websites absent your permission. However, by utilizing your ID.me Account at Third-Party Websites, you are expressly authorizing us to share certain Personally Identifiable Information or Sensitive Information tied to your ID.me Account with such Third-Party Websites. The ID.me Service is intended to allow you to create a membership or profile with a Third-Party Website and/or engage in a transaction with a Third-Party Website by automatically transferring Personally Identifiable Information or Sensitive Information. This transfer of Personally Identifiable Information and/or Sensitive Information tied to your ID.me Account is necessary to verify your eligibility to receive benefits or discounts from various organizations, and to communicate such eligibility to Third-Party Websites. The information ID.me shares with Third-Party Websites will be limited to the Personally Identifiable Information and/or Sensitive Information that ID.me, at its sole discretion, deems necessary to complete the transactions described herein. You will have the opportunity to review the information required to complete a transaction before your information is released to a Third-Party Website. Absent your explicit permission, ID.me will never give Third-Party Websites access to any or all of your information tied to your ID.me Account. In using the ID.me Service, Users have the ability to control which Third-Party Websites are provided with their Personally Identifiable Information and Sensitive Information. We will not share a User's Personally Identifiable Information and Sensitive Information with a Third-Party Website unless the User authorizes such sharing by using his or her ID.me account to register with the Third-Party Website or to authorize the Third-Party Website's access to his or her information.

We may share your information with Authorized Third Party Service Providers.

We provide certain services and products of the Website through Third-Party service providers. These "Third-Party Service Providers" perform functions on our behalf, such as sending out and distributing our administrative and promotional emails. We may share your Personally Identifiable Information with such Third-Party Service Providers to remove repetitive information on customer lists, analyze data, provide marketing assistance, provide search results and links, process credit card payments, operate the Website, troubleshoot, and provide customer service. We may also collect personal information from individuals and companies ("Affiliates") with whom we have business

relationships and may share your information with Third-Party Service Providers to accomplish our administrative tasks. However, we do not grant these entities any rights to use, and contractually restrict them from using, any information for any purpose other than providing services to us and to you. ID.me shall never sell your information to any entity for any reason.

We may share your information in a business transfer.

As with any other business, we could merge with, or be acquired by, another company, or we may file for protection under applicable bankruptcy laws in the future. In such an event, Users information obtained and maintained by the Website, including Personally Identifiable Information, Sensitive Information and Non-Personally Identifiable Information, will transfer to a successor entity in connection with the corporate merger, consolidation, sale of assets, bankruptcy, or other corporate change. User information submitted prior to any such transfer would remain subject to the terms of this Privacy Policy (as it existed on the date of the submission). However, User information submitted after a transfer to a successor entity may be subject to a new Privacy Policy adopted by the successor entity.

We may share your information to protect you, for our protection and the protection of others.

We reserve the right to disclose your Personally Identifiable Information as required by law and when we believe that disclosure is necessary to protect you, our rights and/or comply with a judicial proceeding, court order, or legal process served on us or our Website; enforce or apply this Privacy Policy, our Website Terms of Use or other agreements; or investigate, prevent, or take action suspected or actual prohibited activities, including but not limited to, fraud and situations involving potential threats to the physical safety of any person or to prevent financial loss to any person or entity; or otherwise protect the rights, property or safety of the Website, its Users or others.

We access, preserve and share your information with regulators, government agencies, law enforcement and other third parties if we have a good faith belief:

- It is required to meet or comply with any applicable law, regulation, legal process, or enforceable governmental request (like a search warrant, discovery request in a civil proceeding, court order or subpoena).
- It is necessary to investigate, detect, prevent and address fraud, suspected or actual prohibited activities, unauthorized use of the ID.Me Service, violations of our Terms of Service or policies, or other harmful, criminal or illegal activity.
- It is necessary to protect ourselves (including our rights, property or the ID.Me Service), you or others, including as part of investigations or regulatory inquiries or in response to requests from law enforcement; or to prevent financial loss, property damage, death or imminent bodily harm.

Information we receive about you can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, criminal and other investigations, or otherwise to prevent harm.

We also retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other term violations.

4. Release of Non-Personally Identifiable Information

We may disclose or share Non-Personally Identifiable Information with Third-Party Service Providers and Affiliates. For example, we may share aggregated demographic information (which does not include any Personally Identifiable Information or Sensitive Information) with “Third-Party Advertisers” or “Third-Party Advertising Companies” and other parties as provided below:

We may use Third-Party Advertising Companies to serve ads when you visit our Website. These companies may use Non-Personally Identifiable Information about your visits to this and other websites in order to provide, through the use of network tags, advertisements about goods and services that may be of interest to you. Some of these Third-Party Advertising Companies may be advertising networks that are members of the Network Advertising Initiative (“NAI”). If you would like more information about any NAI member company, or you would like to opt-out of targeted advertising from any NAI member company, click here:

http://www.networkadvertising.org/consumer/opt_out.asp. We also use Third-Party Service Providers to track and analyze Non-Personally Identifiable usage and volume statistical information from our Users to administer our Website and constantly improve its quality. We may also publish this information for promotional purposes or as a representative audience for Advertisers. Please note that this is not Personally Identifiable Information or Sensitive Information as defined above, only general summaries of the activities of our Users. Such data is collected on our behalf, and is owned and used by us.

5. Updating and Correcting Information

We believe that you should have the ability to access and edit the Personally Identifiable Information and Sensitive Information you provide us. You may change any of your Personally Identifiable Information or Sensitive Information by logging into your account and accessing the “my account” section of the site. You may update your Personally Identifiable Information or Sensitive Information by sending us an email at help@id.me or writing to us at 8281 Greensboro Drive, Suite 600, McLean, VA 22102. Please indicate your name, address and email address, and what information you would like to update when you contact us.

We encourage you to promptly update your Personally Identifiable Information and Sensitive Information if they change. You may ask to have the information on your account deleted or removed; however, we may keep track of certain information if required by law. In addition, it may be impossible for us to completely delete all of your information because we periodically back-up information.

6. Protecting and Destroying Personally Identifiable Information

Personal information will be retained until we have fulfilled ID.me’s legal, contractual and policy obligations. Currently, in order to fulfill these obligations, our retention policy is the duration of your relationship with ID.me plus seven and a half years.

In the event that ID.me’s services are no longer available, ID.me will make commercially reasonable efforts within its power to protect and/or securely destroy your personal information in accordance with applicable legislation.

While we hold your personal information, we use approved industry-recognized encryption methods to protect it from unauthorized access. Likewise, when we destroy your personal information, we use industry-recognized methods to effect such destruction.

7. User Choices on Collection and Use of Information

As discussed above, you can always choose not to provide information, although it may be required to use all or parts of the ID.me Service, including the ID.me Marketplace.

Except as otherwise provided herein, if you register for an account with, or log into, the ID.me Service, including the ID.me Marketplace, you are expressly consenting to receive emails (namely, Administrative Emails and Promotional Emails, as defined below) from us at the email address supplied by you. However, we will not send you Promotional Emails if you have signed up through a Third-Party Website, unless you expressly consent to receive such emails or you separately register or log in as a user of the ID.me Service, including the ID.me Marketplace.

“Administrative Emails” relate to a User’s activity with the ID.me Service, and include emails regarding the User’s account, enhancements to the ID.me Service, requests or inquiries by the User, earned cash back rebates, and purchases of products and services. We may also send you Promotional Emails. “Promotional Emails” advertise our products and services, including government benefits and services available to you, sales and other offers by Third-Party Websites, such as cash back rebate promotions, employment and educational opportunities, and/or the products and services of our Third-Party Websites, Third-Party Service Providers and Affiliates.

You cannot opt-out of Administrative Emails. However, you have the ability to opt-out from receiving Promotional Emails.

If you want to opt out of receiving Promotional Emails from us, you must email us at feedback@id.me, write to us at the address contained herein, or click the “unsubscribe” button at the bottom of any of our emails and complete any additional steps required in response thereto. When contacting us, please indicate your name, address, email address, and indicate whether you no longer wish to receive all or certain Promotional Emails.

8. Security of Information

We take security seriously and take numerous precautions to protect the security of Personally Identifiable Information. You can access your Personally Identifiable Information and Sensitive

Information on our Website through a password and your email address. This password is encrypted. We recommend that you do not share your password with anyone. In addition, your Personally Identifiable Information and Sensitive Information reside on a secure server to which only select personnel and contractors have access.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we employ commercially reasonable security measures to protect data and seek to partner with service providers that do the same, we cannot guarantee the security of any information transmitted to or from the Website, and are not responsible for the actions of any third parties that may receive any such information.

9. Data Tracking

9.1 Cookies.

To facilitate and customize your experience with the Website, we store cookies on your computer. A cookie is a small text file that is stored on a User's computer for record-keeping purposes which contains information about that User. We use cookies to save you time while using the Website, remind us who you are, administer cash back rebates, and track and target user interests in order to provide a customized experience. Cookies also allow us to collect Non-Personally Identifiable Information from you, like which pages you visited and what links you clicked on. Use of this information helps us to create a more user-friendly experience for all visitors. In addition, we may use Third-Party Advertising Companies to display advertisements on our Website. As part of their service, they may place separate cookies on your computer. We have no access to or control over these cookies. This Privacy Policy covers the use of cookies by the Website only and does not cover the use of cookies by any Third-Party Website, Third-Party Service Provider or Affiliate. Most browsers automatically accept cookies, but you may be able to modify your browser settings to decline cookies. Please note that if you decline or delete these cookies, some parts of the Website, including our Cash Back Program, may not work properly.

9.2 Other Tracking Devices.

We may use other industry standard technologies like pixel tags and web beacons to track your use of our Website pages and promotions, or we may allow our Third-Party Service Providers to use these devices on our behalf. Pixel tags and web beacons are tiny graphic images placed on certain pages on our Website, or in our emails that allow us to determine whether you have performed a specific action. When you access these pages or open or click an email, pixel tags and web beacons generate a Non-Personally Identifiable notice of that action. Pixel tags allow us to measure and improve our understanding of visitor traffic and behavior on our Website, as well as give us a way to measure our promotions and performance. We may also utilize pixel tags and web beacons provided by our Affiliates and/or Marketing Partners for the same purposes. The Website is not presently configured to respond to DNT or "do not track" signals from web browsers.

10. Privacy Policies of Third Party Websites

This Privacy Policy only addresses the use and disclosure of information we collect from you on www.ID.me. Other websites, including Third-Party Websites, may be accessible through this Website have their own privacy policies and data collection, use and disclosure practices. If you link to any such website, we urge you to review such website's Privacy Policy. We are not responsible for the policies or practices of third parties.

11. Miscellaneous Privacy Issues

If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@id.me.

11.1 Children.

Minors under the age of 18 may not use the Website. We do not knowingly collect personal information from anyone under the age of 18, and no part of the Website is designed to attract anyone under the age of 18. Because we do not intentionally collect any information from children under the age of 18, we also do not knowingly distribute such information to third parties. If you have reason to believe that a child under 18 years of age has provided us with information, please contact us at support@id.me and we will immediately delete such information, subject to and in compliance with applicable law.

11.2 Public Areas.

We may provide areas on the Website where you can publicly post information about yourself, can communicate with others (such as discussion boards or blogs), or can review products, and submit media content. This information may be accessible by other consumers and companies, and may appear on other websites or web searches; therefore this information could be read, collected, and used by others. For example, if you post your email address along with a product or service review, you may receive unsolicited messages from other registered users. We have no control over who reads your postings or what other Users may do with the information you voluntarily post, so please use caution when posting any personal information. We do obtain consent from our Users to post their name along with their reviews.

11.3 Facebook Connect.

The ID.me Website allows users to access Facebook Connect to interact with friends and to share on Facebook through Wall and friends' News Feeds. If you are logged into ID.me and Facebook, when you click on "Connect with Facebook" your profiles will merge if the email addresses match. If the email addresses do not match, we ask you if you want to merge them and you must enter your ID.me password to validate that you control that account. If you are already logged into ID.me but not logged into Facebook, when you click on "Connect with Facebook" you will be prompted to enter your Facebook credentials or to "Sign up for Facebook." By proceeding, you are allowing the ID.me Website to access your information and you are agreeing to the Facebook Terms of Use in your use of the ID.me Website.

Conversely, if you are not currently registered as an ID.me user and you click on "Sign in Using Facebook," you will first be asked to enter your Facebook credentials and then be given the option to register and join ID.me. Once you register on the ID.me Website and Connect with Facebook, you will be able to automatically post recent activity back to Facebook. You have the option to disable Facebook Connect at any time by logging into "My Profile" and clicking on "My Facebook Profile." Further, you can edit privacy settings for the reviews that appear on Facebook or disconnect this service by visiting the Facebook Application Settings page.

11.4 Further Notes Regarding Facebook Connect.

If a User uses Facebook Connect, depending on the privacy settings that the User has set on his or her Facebook account, the User will be granting us access to the information accessible via that Facebook Account and we will access, make available and store (if applicable and as permitted by Facebook and authorized by the User via his or her Facebook account setting) that information so that it is available on and through the User's Account on the Website. If there is information about the User's "friends" or people with whom the User is associated via the Facebook account, the information we obtain about those "friends" or people with whom the User is associated, may also depend on the privacy settings such people have with Facebook.

11.5 Notice of Privacy Rights to California Residents.

Rights Under the California Consumer Privacy Act

ID.me's Privacy Policy ("Privacy Policy") includes this California Privacy Notice ("Notice"), which contains the disclosures required under the California Consumer Privacy Act ("CCPA"). For individuals who are California residents, the CCPA requires certain disclosures about the categories of personal information we collect and how we use it, the categories of sources from whom we collect personal information, and the third parties with whom we share it. You have also the right to exercise certain rights regarding your personal information.

Please note that for California residents, the term "personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular consumer or household as defined in the CCPA. All other capitalized terms have the same meanings as given them in the Privacy Policy.

Subject Requests

Subject to certain exceptions, if you are a California resident who has provided personal information to ID.me, or a California resident that reasonably believes that ID.me has collected or stored their personal information, you have the right to make the following requests, at no charge, up to twice every 12 months.

- **Right to Know**

You have the right to request that ID.me disclose certain information about how we have handled your personal information in the prior 12 months, including the:

- categories of personal information collected
- categories of sources of personal information
- and/or commercial purposes for collecting and selling their personal information
- categories of third parties/with whom we have disclosed or shared their personal information
- categories personal information that we have disclosed or shared with a third party for a business purpose; and
- categories of third parties to whom the consumer's personal information has been sold and the specific categories of personal information sold to each category of third party.

- **Right to Request Deletion**

According to the Act, you may request that your Personally Identifiable Information be deleted. We will comply with this request once we are able to confirm that we received a verified consumer request. Please be advised that we may deny your request to delete your Personally Identifiable Information if we need to maintain your Personally Identifiable Information in order to (1) complete a transaction, provide service or goods, or perform a contract for which the Personally Identifiable Information is collected; (2) detect any security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for these activities; (3) debug products and to identify and repair errors that impair functionality of the Service or Website; (4) exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided by law; (5) comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.); (6) engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent; (7) enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us; (8) comply with a legal obligation; or (9) otherwise use your Personally Identifiable Information, for internal use only, that is compatible with the context in which you provide the Personally Identifiable Information.

- **Right to Request Copies**

You have the right to request a copy of the specific pieces of personal information that we have collected about you in the prior 12 months.

- **Right to Opt-Out**

According to the Act, you have the right to opt-out of the sale, disclosure, release, transfer or dissemination (collectively, "sale") of your Personally Identifiable Information. While we do not sell your Personally Identifiable Information, we will share such information with third parties with your explicit consent as set forth in our Terms of Use and Privacy Policy. We will respect and honor your request to opt-out of the sale of your Personally Identifiable Information, but please be advised that

you may not be eligible to receive discounts, cash back rebates and other benefits from merchants and other service providers because they will not be able to verify your identity and/or eligibility.

Use of Personal Information for Business Purposes or Commercial Purposes

We may use or disclose personal information we collect for “business purposes” or “commercial purposes” (as defined under the CCPA), which may include the following examples. The examples provided are illustrative and not intended to be exhaustive.

- **Performing Services.** For example, creating, maintaining, customizing and securing your account with us. Any personal information you provide us may be used to verify your identity.
- **Communications.** For example, to communicate with you about the content and services or other products, content or services in which you may be interested, or to respond to your inquiries or comments, or to periodically send notifications related to the services such as notifications of changes to the services or policies.
- **Security.** For example, maintaining the safety, security, and integrity of our website, products and services, databases and other technology assets and our business, including preventing fraud, detecting security breaches and prosecuting violators, and responding to law enforcement requests or court orders and to comply with any applicable laws and regulations.
- **Debugging/Repair.** For example, identifying and repairing errors in our websites' functionality.

We may disclose your personal information to the following categories of other parties for an operational purpose, or for a business purpose or commercial purpose, as those terms are defined in the CCPA. Details are provided in the CCPA notice below, but we may disclose your personal information as described in this Notice and our Privacy Policy, including:

- With identified entities whose products or services you specifically use or request to receive while you use our services, with disclosure only to specific partners with your explicit consent.
- With entities conducting an audit on our behalf.
- With your consent, such as with other selected third parties so that they may send you promotional materials about goods and services that they offer.
- In response to legal process and when we believe that doing so is required by law (including laws applicable to our Affiliates and service providers), may be necessary to protect any person's property, rights, or safety, or to investigate a potential violation of law, will help to enforce any terms of use or other legal agreement, or in the event of a corporate transaction, such as a divestiture, merger, consolidation, bankruptcy or asset sale.

If we decide to collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes we will update this Notice along with our Privacy Policy.

In response to a verified consumer request to know what personal information was collected or sold, we will investigate and provide an individualized response to the consumer, which will include the business or commercial purpose for collecting and/or sharing that information. We will not merely

refer the consumer to our general practices outlined in this Notice or Privacy Policy unless our response would be the same for all consumers and this Notice or our Privacy Policy discloses all the information that is otherwise required for the response to such a consumer request.

Methods For Submitting Request

You may submit Requests to Know and Requests to Delete in one of the following methods: (a) by submitting a request online through your ID.me member account; (b) sending an email to privacy@id.me; or (c) by calling the following toll free number 866-775-IDme (4363).

Verification of Requests

We will need to verify your identity to respond to Requests to Delete and Requests to Know. If you have an account with us that is password-protected, we may verify your identity through our existing authentication practices for your account.

If you do not have an account with us, and your request concerns “categories” of personal information collected, we can request from you two data points of personal information to verify your identity. If you do not have an account with us, and your request concerns specific pieces of personal information, we can request from you at least three data points of personal information as well as a signed declaration with penalty of perjury to verify your identity.

If a request concerns household information, and the household does not have a password-protected account with us, we will not comply with a Request to Know specific pieces of personal information about the household or a request to delete household personal information unless all of the following conditions are satisfied: (1) All consumers of the household jointly request access to specific pieces of information for the household or the deletion of household personal information; (2) we have individually verified all the Users of the household under the CCPA; and (3) we have verified that each User making the request is currently a member of the household.

Time for Response

Please note that once you have submitted a Request to Know or Request to Delete, we will send you a receipt, acknowledging your request, within 10 business days. If, for some reason, you do not receive such a receipt within 10 days of your submitted request, please send us an email to privacy@id.me as an error may have occurred.

We use good faith efforts to respond to a verifiable consumer request within 45 days after its receipt. If we need more time (up to 90 days), we will inform you of the reason and the needed extension period in writing. If we cannot verify you within the 45 day time period, we may deny the request. If necessary, we may take up to an additional 45 calendar days to respond to the consumer’s request, for a maximum total of 90 calendar days from the day the request is received, provided that we will provides you with notice and an explanation of the reason that we will take more than 45 days to respond to the request.

[In the case of a Request to Delete, we may use a two-step process for online requests to delete where you must first, submit the Request to Delete and then second, separately confirm that you want your personal information deleted.]

Notice of Opt-Out

You have the right to opt-out of the sale of your personal information by us. To exercise this right, you can either (1) log into your account and make such a request, or (2) send an email with such a request to privacy@id.me. We will comply with a Request to Opt-out as soon as feasibly possible, but no later than 15 business days from the date we received the request.

Authorized Agent

As a California resident, you have the right to designate an agent to exercise these rights on your behalf using the procedures set forth herein. The authorized agent must specify the individual on whose behalf it is making the request. Before acting on this request, we may require that you provide signed permission to act on your behalf (or provided a Power of Attorney under Probate Codes sections 5000 to 4465), verify your own identity directly with us, and directly confirm that you have provided the authorized agent permission to submit the request. We may deny the request from an authorized person that does not provide proof that they are authorized to act on your behalf. Please contact us at privacy@id.me for more information if you wish to submit a request through an authorized agent.

Notice of Financial Incentives

Our partners may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive offered to you by our partners will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent directly with our partners, which you may revoke at any time.

Exercising your CCPA Rights.

To request (a) information about your Personally Identifiable Information collected or (b) deletion of your Personally Identifiable Information, please log into your account and make such a request, or send a request by email to privacy@id.me or standard mail to the address found below.

We can only respond to verifiable consumer requests. A verifiable consumer request means a request that is made by consumer, by a consumer on behalf of a consumer's minor child, or a person registered with the California Secretary of State that is authorized to act on your behalf. Your verifiable consumer request must include (1) sufficient information that allows us to verify your identity or provides sufficient authority to make the request; and (2) describes your request with enough detail to evaluate and respond to your request. We will not respond to any requests if we cannot verify your identity or authority to make the request and confirm that the personal information belongs to you. You are not required to create an account in order to make a verifiable

consumer request. We are not required to comply with more than two verifiable requests from the same consumer in a 12-month period of time.

Please allow 45 days to complete your request. We will inform you if more time is required to complete, but it should take no longer than 90 days. If you have an account, we may provide our response to your account. If you do not have an account, we will provide our response according to your requested format, namely, electronically or by mail. Please note that there is no charge for making a request, but we reserve the right to charge a fee if the request is deemed excessive, repetitive, or manifestly unfounded. We will notify you of any fee and reasons for such fee before completing your request.

Non-Discrimination.

We will not discriminate against you because you exercised your rights under the CCPA including: (1) denying goods or services; (2) charging different prices or rates for goods or services through discounts, benefits, or imposing penalties; (3) providing different level of quality of goods or services; or (4) suggesting that you will receive a different price, rate, quality, or level of goods or services.

Please note that if you do exercise your CCPA rights, you may not be eligible to receive discounts, cash back rebates and other benefits from merchants and other service providers since they will not be able to verify your identity and/or eligibility.

CCPA Notice

Notice at Collection

Pursuant to California Civil Section 1798.100(b), this section serves as notice to California residents of (A) the categories of personal information that we collect through the Site and Services, (B) the categories of sources of such personal information, (C) the business or commercial purposes for which such personal information was collected, and (D) the categories of third parties to whom such information was or could be disclosed in the past twelve (12) months. This notice supplements and is subject to our Privacy Policy. Please review all of this Section 11.5 Notice of Privacy Rights to California Residents for particular rights that California residents have under the California Consumer Privacy Act.

A. Types of Personal Information Collected

Category	What We Collect
Identifiers	<ul style="list-style-type: none">• Name• Alias• Postal address

	<ul style="list-style-type: none"> • Unique personal identifier • Online identifier (in the form of a universally unique identifier) • Internet Protocol Address • Email address • Social Security Number • Driver's license number • Passport or passport card number • State identification card • Date of birth • Phone number
<p>Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))</p>	<ul style="list-style-type: none"> • Name • Postal address • Unique personal identifier (in the form of a universally unique identifier) • Online identifier • Internet Protocol Address • Email address • Social Security Number • Driver's license number • Passport or passport card number • State identification card • Date of birth • Phone number
<p>Protected classification characteristics under California or federal law</p>	<ul style="list-style-type: none"> • Gender • Military/veteran status • Inferred citizenship (based on passport information you provide us)
<p>Inferences drawn from other personal information</p>	<ul style="list-style-type: none"> • Inferred citizenship (based on passport information you provide us)
<p>Biometric information</p>	<ul style="list-style-type: none"> • Photos on forms of identification (e.g. driver's license, employee badge, student identification card, military identification card) • "Selfie" photographs • Video "selfies" for liveness detection • Voice recordings

Geolocation data	<ul style="list-style-type: none"> • Internet Protocol Address • Geolocation data
Professional or employment-related information	<ul style="list-style-type: none"> • Documents and/or information you choose to provide us that prove you are an employee gainfully employed by an organization
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	<ul style="list-style-type: none"> • Educational transcripts and school identification cards that you choose to provide us
Internet or other similar network activity	<ul style="list-style-type: none"> • Internet traffic's country of origin and related information
Sensory data	We do not collect information in this category
Commercial information	We do not collect information in this category

B. Categories of Sources

For each of the above categories, we collect the following categories of information directly from you. For example, you may give us your personal information by filling in online forms, providing information to us through our website, ID.me, or by corresponding with us by mail, phone, email or over electronic chat. You are our only source for your personal information, and we only receive information that you give us directly.

C. Business or Commercial Purposes and/or Uses

Identity and/or group verification is the sole purpose of collecting the personal information you provide to us. The personal information you provide us may be used, individually or collectively, as proof for your identity verification.

D. With Whom We May Share Your Information

For each of the above categories, we may disclose your personal information to third parties as described in this Notice and our Privacy Policy, including:

- With identified entities whose products or services you specifically use or request to receive while you use our services, with disclosure only to specific entities with your consent

- With entities conducting an audit of our business on our behalf
- With entities with entities performing accounting, legal and regulatory compliance, security, and handling other internal functions, such as internal investigations on our behalf
- With your consent, entities including external data and technology providers who play a role in verifying your identity and/ or group affiliation
- With your consent, such as with other selected third parties so that they may send you promotional materials about goods and services that they offer
- When we believe that doing so:
 - is required by law
 - is required to comply with a civil, criminal or regulatory inquiry, investigation, subpoena, or summons by federal, state or local authorities
 - is necessary to cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state or local law
 - may be necessary to protect any person's property, rights, or safety
 - is necessary to investigate a potential violation of law
 - will help to enforce any terms of use or other legal agreement
 - is necessary in the event of a corporate transaction, such as a divestiture, merger, consolidation, bankruptcy or asset sale.

11.6 International Users.

This Website is hosted in the United States. If you are a User accessing the Website from the European Union, Australia, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States' laws, you are transferring your personal data to the United States which does not have the same data protection laws as such other regions. By providing your information to the Website, you are consenting to the transfer of your information to the United States for processing and maintenance in accordance with this Privacy Policy and our Terms of Service. You are also consenting to the application of Delaware law and controlling U.S. Federal law in all matters concerning the Website and ID.me Service.

12. Contacting Us

Whether you're a new or loyal customer, restaurant owner, marketer, publisher, media member or job seeker we'd like to stay connected and want to hear from you!

Corporate Address.

ID.me, Inc.
 8280 Greensboro Drive, Suite 800
 McLean, VA 22102

For Users and Customers.

Member Service Inquiries may be directed to help@id.me.

For Legal Notices.

Legal notices may be directed to legal@id.me.

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Exhibit A – Attachment 4 Biometric Data Privacy Policy

[Please note that “you” and “your” in the Policy below refer to Claimants of Oregon’s unemployment insurance who access ID.me, Inc.’s identity verification services hosted on Hosted Landing Page]

Consent for ID.me to Collect Biometric Data

Version: 1.0.0

Last updated: 2019-12-31

English ▼

ID.me may use your Biometric Data to identify you when you want to use ID.me’s Services (as defined below). ID.me implements industry-standard data security technology to ensure that your Biometric Data is as secure as possible. By accessing ID.me’s Services, you acknowledge and agree that you have been provided with, and agree to be bound by the terms of, this [Biometric Data Privacy Policy](#), the [ID.me Terms of Service](#) and the [ID.me Privacy Policy](#).

ID.me only shares your Biometric Data with third parties where there is a legitimate need related to delivering the Services to you, such as processing a payment at a point of sale. Otherwise, ID.me does not disseminate your Biometric Data without your request or consent.

ID.me stores and uses your Biometric Data as long as you have an active account with ID.me. However, you may request that ID.me delete your Biometric Data at any time and ID.me will process such request for deletion promptly.

You may delete any of your Biometric Data and consent to use your Biometric Data or by notifying us at privacy@id.me. You may also decline to provide Biometric Data. If you revoke your consent or decline to provide Biometric Data that is required for you to use ID.me’s Services or website, however, you may experience a loss of functionality as well as a reduced user experience.

1. Changes to Privacy Policy

If we decide to change this Biometric Data Privacy Policy, we will post those changes to this page so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Biometric Data Privacy Policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of notice on our home page.

2. What is Biometric Data?

Biometric data is identifying information related to your biometric characteristics which may be used to identify you and includes both “biometric identifiers” and “biometric information” as defined in the Illinois Biometric Information Privacy Act, 740 ILCS Sec. 14/1, et seq. Common examples of biometric identifiers that you may use in your daily life include fingerprints, voiceprints, scan of a hand, facial geometry recognition and iris or retina recognition. Biometric information is any information based on an individual’s biometric identifier(s) used to identify an individual, regardless of the method of capture, conversion, storage or how it is shared. When ID.me discusses “Biometric Data”, we mean both biometric identifiers and biometric information and are referring to certain physical information we collect about you (such as certain facial recognition characteristics or voiceprints) and securely store in order to identify you individually in to provide our resources and services available through our Website, applications and APIs (collectively, the “Services”) to you.

3. How does ID.me collect your Biometric Data?

It is ID.me’s policy that whenever ID.me collects Biometric Data for any purpose, ID.me will first inform the data subject of the collection and purpose of the collection of the Biometric Data and obtain a written consent and release before biometric data is collected. ID.me must also inform the data subject of how ID.me will use, process, store, disclose, protect and how long ID.me will retain the Biometric Data. In any event, ID.me must obtain from each data subject, prior to or at the time of collection.

When you sign up for a ID.me account, you may be asked to provide certain Biometric Data, including but not limited to a voiceprint and or a photograph that may be used for facial geometry recognition, to ID.me. ID.me collects that Biometric Data and then encrypts and stores it on ID.me’s data servers, which ID.me will use to identify you when you want to use ID.me Services. ID.me does not collect, capture, receive or otherwise obtain your Biometric Data without notifying you in writing in advance or without your consent or without the consent of your legally authorized representative. You may decline to provide your Biometric Data. However, if you decline to provide Biometric Data, certain ID.me Services that require the use of such data will become unavailable to you. You may also experience a loss of functionality of some or all of the Services that we provide.

4. Is your Biometric Data secure?

ID.me takes your Biometric Data security seriously. ID.me implements industry-standard data security technology to ensure that your Biometric Data is as secure as possible. You can read our privacy policy here if you would like additional detail regarding how we protect your Biometric Data. Further, ID.me has implemented an information security program that includes technical, administrative and physical safeguards for the protection of Biometric Data.

5. Disclosure

It is the policy of ID.me to not disclose, redisclose or otherwise disseminate a person's biometric identifier or biometric information unless the data subject of the biometric identifier or biometric information or the data subject's legally authorized representative consents to the disclosure or redisclosure; the disclosure or redisclosure completes a financial transaction requested or authorized by the data subject of the biometric identifier or the biometric information or the data subject's legally authorized representative; the disclosure or redisclosure is required by state or federal law or municipal ordinance; or the disclosure is required pursuant to a valid subpoena, warrant or other legal process issued by a court of competent jurisdiction of your information because we periodically back-up information.

6. Storage of Biometric Data

ID.me will store your biometric data safely, whether in electronic or paper form, in accordance with applicable legislation. ID.me shall ensure that your biometric data is protected against unauthorized access, accidental change or deletion and hacking attempts. Questions about how ID.me safely stores your biometric data should be directed to the IT Manager or Data Controller.

7. Access and Sharing

ID.me will only access Biometric Data when the information relates to and is necessary to perform authorized services for the data subject. No ID.me employee or contractor may access Biometric Data for any reason unrelated to his or her job duties. ID.me employees and contractors may not use Biometric Data in a way that is incompatible with the notice given to the data subject at the time the information was collected. If any ID.me employee or consultant is unsure about whether a specific use or disclosure is appropriate, he or she is directed to promptly consult with a supervisor. ID.me employees and consultants may only share Biometric Data with another ID.me employee, agent, or representative if the recipient has a job-related need to know the information. Biometric Data may only be shared with a third-party service provider if it has a need to know the information for the purpose of providing the contracted services and if sharing the Biometric Data complies with the privacy notice provided to the data subject. ID.me and its employees and contractors may not share Biometric Data with a third party service provider without prior written supervisor approval and a fully executed written contract. Further, when working with Biometric Data, ID.me employees are instructed: (i) to ensure the screens of their computers are always locked when left unattended for any period of time; (ii) that Biometric Data should never be shared informally; (iii) Biometric Data should not be sent by email; and (iv) Biometric Data must be encrypted before being transferred electronically.

8. How does ID.me use your Biometric Data?

When you use the Services, you will provide certain Biometric Data to ID.me, which may include facial geometry scans and voiceprints. Your Biometric Data will then be encrypted. Biometrics Data such as facial geometry scans that utilize your photo on identification documents, may be used to verify your identity. ID.me may also use your Biometric Data for fraud prevention purposes.

9. Does ID.me share or sell your Biometric Data?

ID.me does not sell, lease, or trade your Biometric Data to any third parties or derive any profit in such a manner. ID.me may work with certain third parties to provide the Services to you, but only as necessary to provide you with such Services. ID.me only shares your Biometric Data with a third party where the third party has a legitimate need related to delivering the Services to you. ID.me has agreements with any third parties that will receive your Biometric Data that requires them to keep your Biometric Data secret and secure. We do not disclose, re-disclose or otherwise disseminate your Biometric Data without your request or consent or without the request or consent of your legally authorized representative. However, in certain specific instances, we may be compelled to disclose your Biometric Data in cases where such disclosure or re-disclosure is required by State or federal law, or municipal ordinance, or when required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

10. How long does ID.me keep your Biometric Data?

In order to deliver the Services to you, ID.me stores and may use your Biometric Data as long as you have an active account with ID.me and the initial purpose, or another business purpose for collecting or obtaining your Biometric Data remains in effect. Your account is considered active until you specifically request that we close your account. You may request that we delete your Biometric Data at any time by notifying us at privacy@id.me.

11. What happens to your Biometric Data after you close your account?

Personal information including Biometrics Data will be retained until we have fulfilled ID.me's legal, contractual and policy obligations. Currently, in order to fulfill these obligations, our retention policy is the duration of your relationship with ID.me plus seven and a half years.

After you close your account (or your account automatically closes, as described above), ID.me will keep your Biometric Data on file for up to seven and a half years, for reasons including fraud prevention. ID.me will permanently destroy your Biometric Data after the seven and a half-year anniversary of the date that you close your account. After your account is closed, you will need to re-enroll, which may include providing your Biometric Data to ID.me again, before you can use the Services.

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Exhibit A – Attachment 5

Cookie Policy and Credentials Policy

[Please note that “you” and “your” in the Policy below refer to Claimants of Oregon’s unemployment insurance who access ID.me, Inc.’s identity verification services hosted on Hosted Landing Page]

Cookie Policy

Version: 1.0.0

Last updated: 2018-06-18

In this Cookie Policy, the use of the words "you", "yours" or similar expressions means mean any user of this Website. Terms such as "we", "us", "our" or similar expressions means Id.me. Any terms not defined in this Cookie Policy are defined in the [Privacy Policy](#) and [Terms of Service](#). Cookies are small pieces of information that are stored by your browser on your computer’s hard drive. They are often used as a mechanism for websites to remember useful information, such as your login details, and can contribute to ease of use when navigating a website.

HOW WE USE COOKIES

Cookies on our Website are used for a variety of different purposes, but generally speaking their use breaks down into the following categories:

- **Functionality Cookies:** These are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website. These cookies also improve the functional performance of our website and make it easier for you to use. For example, such cookies are used to remember that you have previously visited the website and asked to remain logged in to it,
- **Analytical/Performance Cookies:** These allow us to recognize and count the number of users of our website and see how such users navigate through our website. This helps to improve how our website works, for example, by ensuring that users can find what they are looking for easily, and by identifying when users get an error message.
- **Commercial Cookies:** These record your visit to our website, the pages you have visited and the links you have followed. We will then use this information to make the content you see, for example, marketing messages from us, more relevant to your interests.

DELETING OR MANAGING COOKIES

You can manage cookies by activating the setting on your Internet browser that allows you to refuse the setting of all or some cookies. You can delete the stored cookies on your computer all the time, and disable the installation of new cookies via your browser settings. How you can do this depends on which browser you are using, and we have provided information regarding the more commonly used browsers below:

- **Google Chrome** - about deleting existing cookies and refusing new cookies. Click [here](#)

- **Internet Explorer** - about deleting existing cookies and refusing new cookies. Click [here](#)
- **Firefox/Mozilla** - about refusing and removing cookies. Click [here](#)
- **Safari** - about deleting existing cookies and refusing new cookies. Click [here](#)
- **Opera** - about deleting existing cookies and refusing new cookies. Click [here](#)

Please note, if you do turn cookies off, this will limit the service that we are able to provide to you and may affect your user experience. In addition, the rejection or deletion of cookies only affects the computer and the browser on which you perform the action. If you use multiple devices or browsers you need to repeat the above actions as often as needed.

CHANGES TO THIS COOKIE POLICY

Our policies and procedures are under regular review. We may, from time to time, update our cookie policy. Any such changes will be posted on this page.

CONTACT

Questions, comments and requests regarding this Cookie Policy should be addressed to help@ID.me.

Exhibit B

Required Insurance

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

1. Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. Professional Liability:

Required Not required

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the Services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amount: **\$1,000,000.00** per occurrence limit for any claim. Annual aggregate limit shall not be less than **\$2,000,000.00**.

3. Commercial General Liability:

Required Not required

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amount: **\$1,000,000.00** per occurrence limit for any claim and in the aggregate. Annual aggregate limit shall not be less than **\$2,000,000.00**.

4. Automobile Liability Insurance:

Required Not required

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amount: **\$1,000,000.00** per occurrence limit for any claim and in the aggregate.

5. Additional Insured. Within sixty (60) days after this Agreement is duly executed by and between the Parties, the Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

6. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

7. Proof of Insurance. Contractor shall provide Agency with Certificates of Insurance for all required insurance before performing any Services. The Certificates must identify the State of Oregon and its officers, employees and agents as Additional Insureds, as required. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

8. "Tail" Coverage. If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this Section 7.

Exhibit C
Letter of Assurance – Criminal Record Check


LETTER OF ASSURANCE FOR CRIMINAL RECORD CHECK

TO: Oregon Employment Department
Contracts and Procurement Section
875 Union St. NE, Room 308
Salem, OR 97311

I, Claudia Rojas attest and confirm all applicable*
(Printed Name of Person Signing the Form - Person Authorized to Bind Contractor)

employees, contractors, and subcontractors have passed a criminal record check as requested by Oregon Employment Department and have been found to be appropriate for
(Printed Contractor Name) ID.me

services under the terms and conditions and for the duration of this Contract or Agreement.

Signed:  Claudia Rojas (Feb 5, 2021 12:40 EST) Feb 5, 2021

(Person Authorized to Bind Contractor) (Date)

Contractor's Contact Information

8280 Greensboro Drive, Tysons, VA 22102

Address

Address

Redacted

claudia@id.me

Phone Number

Email address

* works directly or indirectly on any component of this Contract or Agreement.

Form created August 5, 2010; Revised September 14, 2011 / Employment Department/Human Resources

Exhibit D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OED, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

4. Energy Efficiency. Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94163).

5. Truth in Lobbying. By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Audits.

a. Contractor shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

b. If Contractor receives federal funds in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OED within 30 days of completion.

c. Contractor shall save, protect and hold harmless OED from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

7. Debarment and Suspension. Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. Drug-Free Workplace. Contractor shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OED clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OED within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OED clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Contract.

9. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
- (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

Exhibit E

Independent Contractor Certification

Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required, or can state that ID.me is exempt from any applicable sections in ORS chapter 701.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following):**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
 - C. Telephone listing used for the business is separate from the personal residence listing.
 - D. Labor or services are performed only pursuant to written contracts.
 - E. Labor or services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature: Michelle Graffum Date: Feb 5, 2021