

## ORDER FORM No. 1

### ORDER FOR SERVICES UNDER SERVICES AGREEMENT

This Order Form is entered into as of June [\_\_], 2020 (the “**Order Effective Date**”) by and between ID.me, Inc. “**ID.me**”) and Florida Department of Economic Opportunity (“**Partner**”). This Order Form is incorporated into and subject to the terms and conditions of that certain Services Agreement dated June [\_\_], 2020 (the “**Agreement**”) by and between ID.me and Partner. To the extent that an express term of this Order is inconsistent with a term of the Agreement, such term of this Order Form prevails over and supersedes such inconsistent term of the Agreement with respect to this Order Form only. Any capitalized term used but not defined in this Order Form has the meaning assigned to such term in the Agreement.

#### 1. **Description of Services:**

- a. Location(s) Where Services Will Be Provided: Virtual
- b. Start Date: Upon execution of contract
- c. Term: Unless otherwise earlier terminated pursuant to the terms of the Agreement, until the earlier of (i) the date on which ID.me has performed and delivered a total of 5,000 credentials to Partner and (ii) a period of three (3) months from the Effective Date (the “Term”).
- d. Services: ID.me will provide Partner with the following multifactor authentication capabilities.
  - ID.me will provide Partner 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, supervised remote proofing via ID.me’s Referee app, and supervised in-person proofing via certified Partner personnel using ID.me’s Referee app.

#### 2. **Description of Deliverables:**

ID.me will provide identity proofing results to Partner via SAML 2.0, OAuth 2.0, SFTP or via another acceptable method of delivery upon mutual agreement between the parties. Regardless of whether there are Deliverables described in this Section 2, the term “Deliverable” means all items or materials provided by or on behalf of ID.me to Partner under this Order.

The attributes ID.me returns in the identity proofing results will include:

- First Name
- Last Name
- Date of Birth
- SSN
- Address
- Phone Number
- E-mail

#### 3. **Fees:**

\$20,000, broken down as follows:

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED
1	IDME-LOA3I-	Identity Proofing LOA 3 CSP & TM with Support	\$8.65	\$4.00	5,000	\$20,000.00
2	Included	LOA3 Legal Identity Proofing	Included	Included	Included	Included
3	Included	Single Sign On	Included	Included	Included	Included
4	Included	Multifactor Authentication	Included	Included	Included	Included
5	Included	Virtual In-Person Proofing	Included	Included	Included	Included
6	Included	User Support	Included	Included	Included	Included
7	IDME Integration	ID.me configuration and technical integration	\$2,500	\$0.00	Included	\$0.00
<b>TOTAL PRICE:</b>						\$20,000.00

**5. Payment:**

- Identity Proofing fees are due 30 days after Partner receipt of invoice.

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**IN WITNESS WHEREOF, the parties hereto have duly executed this Order Form No.1 as of the Order Effective Date.**

ID.ME:

ID.ME, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PARTNER:

Florida Department of Economic Opportunity

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SERVICES AGREEMENT

This SERVICES AGREEMENT (the “Agreement”) is made as of June [\_\_\_], 2020 (the “Effective Date”), by and between ID.me, Inc., a Delaware Corporation (“ID.me”), and the Florida Department of Economic Opportunity<sup>1</sup> (“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.

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<sup>1</sup> 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 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 5,000 credentials to Partner and (ii) a period of three (3) 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, 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:

Partner Name  
Address 1  
Address 2  
Attention: POC Name  
E-mail: POC E-Mail

(b) if to ID.me, to:

ID.me, Inc.  
8281 Greensboro Drive  
Suite 600  
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 Florida 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.

**IN WITNESS WHEREOF, the parties hereto have duly executed this Services Agreement under seal as of the day and year set forth above.**

ID.ME:

**ID.ME, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PARTNER:

[Florida Department of Economic Opportunity]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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