

# ZENTRY END-USER AGREEMENT

## IMPORTANT-PLEASE READ

1. This Zentry End-User Agreement (the "Agreement") is a binding, contractual agreement between the End-User ("You") and Zentry LLC ("Zentry"). This Agreement covers your application for a digital identity, in the form of a digital credential ("Credential"), the issuance of that Credential by Zentry, and the use of that Credential by You. A Credential is an attestation of identity, qualification, competence, or authority that will be issued to You by Zentry. A Credential will only be issued to You once your identity has been confirmed.
2. The Credential allows Relying Parties to establish your identity when You try to access its websites and applications using this Credential. A Relying Party is an organization that uses your Credential to verify your identity and to authenticate You on its websites or applications. Only those Relying Parties with an established contractual agreement with Zentry are able to rely upon a Credential.
3. By entering this Agreement, You authorize Zentry to provide identity assertions to Relying Parties that have contracted with Zentry to provide authentication services. These identity assertions shall only be provided to the Relying Party if You attempt to access its application or website using your Credential. An identity assertion is a statement asserting your identity to the Relying Party organization.
4. You agree that You have read, understood and agree to the all of the following:
  - a. You will take all reasonable measures to protect the Credential and its associated user name, password, and activation data (e.g., PIN), and immediately report the loss, compromise or destruction of the Credential, user name, password or activation data.
  - b. You will verify your information contained in the Credential before using it and promptly notify Zentry of any errors.
  - c. You will neither copy your Credential nor allow it to be used by another person.
  - d. You will immediately request revocation of your Credential if: (i) any data used to access your Credential or the token containing your Credential are insecure in any way; or (ii) any of the information contained in the Credential, or your identification and authentication information has been changed.
  - e. You will use the Credential and any related service only in accordance with this Agreement, applicable privacy terms, laws and regulations.
  - f. You will periodically review your obligations under this Agreement and are, in any case, responsible therefor.
  - g. You will not challenge the legal effect, validity, or enforceability of the Credential or any electronic identity assertions or electronic signatures made to Relying Parties by Zentry on your behalf.
  - h. A Relying Party may enforce the terms and conditions of this Agreement against You as an express third-party beneficiary.

5. You further agree that You have read, understood and agree to all of the following:
  - a. Zentry may revoke (either temporarily or permanently), without prior notice to You, the Credential as directed by the Relying Party if Zentry reasonably believes that You are using the Credential in violation of this Agreement or applicable law or regulation. Upon revocation of your Credential, You shall no longer use the Credential for any purpose.
  - b. If Zentry is informed that your Credential is based upon erroneous information (whether or not provided by You in your Credential Application), Zentry may revoke your Credential without prior notice to You and issue a corrected Credential based upon the correct information.
  - c. Any device with which You will interact to use your Credential has appropriate security controls installed and activated, and that the latest updates are applied.
  
6. You warrant to Zentry and anyone who relies on your Credential that:
  - a. All information You provide to Zentry for use to verify your identity is accurate.
  - b. No information You provide to Zentry (including your e-mail address) infringes any copyright or the intellectual property rights of any third parties.
  - c. The information You provide has not been and will not be used for any unlawful purpose.
  - d. You have been and will remain the only person (i) able to access your Credential or (ii) possessing any access information or hardware mechanism used for the Credential.
  - e. You will use your Credential exclusively for authorized and legal purposes consistent with this Agreement.
  
7. You agree that Zentry may collect and use technical data and related information, including but not limited to technical information about your device, system, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to this Credential.
  
8. In order to be issued a Credential, as part of a registration process created by Zentry, You will be requested to submit information that individually identifies You (Personally Identifiable Information or "PII" as set forth in Zentry's Privacy Policy at <http://synchronoss.com/Zentry-Privacy-Policy.pdf> . In seeking a Credential and using such Credential after issuance, You consent to Zentry's use, storage, and sharing of such information as needed and to monitor Your use of the internet as it pertains to the issuance and use of Your Credential under this agreement.
  
9. When You complete the online application to obtain a Credential, Zentry will collect PII and other information directly or indirectly from You that it will use to confirm your identity before Zentry issues a Credential. The information Zentry collects will include, but may not be limited to, your name, email address, home address, phone number, mobile phone, fax number, User ID, and professional licenses (if applicable). If You reside within Europe, when You provide PII to Zentry such PII will be processed in accordance with the provisions of the EU Data Protection Directive 95/46 and applicable law(s). Regardless of your country of residence, by obtaining and using a Credential You understand and agree that PII may have been provided by your employer to Zentry to confirm your identity. You agree that PII may be transferred outside the European economic area or your country of residence, including transferring PII to countries that may not provide adequate protections for PII. Zentry may share your PII and other collected information with third parties as may be necessary to confirm your identity or to perform authentication services. Zentry may also obtain and use PII provided by an organization that has contracted with

Zentry to provide Credentials to its employees and contractors. Zentry may also transfer your PII and other collected information to third parties, including but not limited to the Relying Party the Relying Party for the sole purpose of issuing Credentials and providing identity assertions. PII will be used solely for issuing Credentials and providing identity assertions, and will be held no longer than is necessary in order to provide You with such use. During the initial registration process You may choose to "opt-out" of the service by not consenting to the collection of your PII. If You do so, You will not be able to obtain a Credential.

10. Zentry and Relying Parties will process, share and transmit your PII and other personal data through the Internet, worldwide, to authenticate You in the context of digital identity transactions You conduct with Relying Parties for purposes of identity authentication.

11. If You need to update or correct your PII (e.g. name change due to marriage) that was used to obtain a Credential, You will need to revoke your Credential and obtain a new one. You may update your PII by contacting your local help desk who will forward your request to Zentry.

12. You acknowledge that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments and agree to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations (collectively, "Laws"). Without limiting the generality of the foregoing You further agree:

a. You shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by You under this Agreement without first complying fully with all applicable Laws.

b. Neither You nor any entity with whom You do business, is subject to trade sanctions, embargoes, or other restrictions under any Laws, and neither You nor any entity with whom You do business, is involved in an end use prohibited under any laws including but not limited to chemical or biological weapons proliferation or nuclear or missile technology proliferation, in either case without complying fully with all applicable laws and obtaining any and all required licenses.

c. You shall cooperate with and provide all necessary information to Zentry in order to facilitate full compliance with all Laws.

d. You are not subject to any U.S. government or other relevant government order suspending, revoking or denying export privileges.

13. To the maximum extent permitted by applicable laws, You agree to indemnify and hold Zentry harmless from any damages to Zentry for your breach of any terms of the Agreement set forth herein.

14. Your right to use a Credential under this Agreement will terminate automatically without notice from Zentry if You fail to comply with any term(s) of this Agreement. Upon such termination, Zentry will revoke your Credential and You must cease all use of the Credential.

15. You may not assign this Agreement, your Credential, or the use of your Credential to any person or entity.

16. To the maximum extent permitted by applicable laws: i) You agree that Zentry will not be liable for any damages to You for failure to issue You a Credential or by not permitting You to access the website or application of a Relying Party; and ii) You further agree that Zentry shall not be liable for any damages resulting, directly or indirectly, from any act or failure to act by Zentry or any third party acting on its behalf including, without limitation, the non-performance, defaults, omissions or negligence of any third party with respect to this Agreement.

17. Zentry shall not be liable under this Agreement due to its inability to perform its obligations by reason of fire, earthquake, flood, labor disruption or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond Zentry's control.

18. Except as expressly set forth herein, nothing in this Agreement, express or implied, may be construed to confer any rights, legal or equitable, in any person or entity other than the parties hereto and their respective successors and permitted assigns.

19. If any provision of this Agreement is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable.

20. Failure or delay by You or Zentry to exercise or enforce, or a partial exercise of, any right under this Agreement is not a waiver of that right.

21. This Agreement will be governed by and construed in accordance with the domestic law of New York, without regard to its choice of law principles. For any such dispute, the parties waive any and all objections to venue in New York, United States District Court for the District of New York and the courts of the State of New York in New York, New York.

22. The Agreement (a) expresses the entire understanding of the parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the parties.

23. You authorize Zentry to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include name, billing address, email, and phone number. This information may also include location information, if available.