



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

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

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

Fortior Solutions, LLC, the provider of the RAPIDGate program, enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates, successors and assigns.

1. Definitions

For purposes of this Agreement, the following definitions apply:

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

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

"Background screening" and "background screenings" refer to a process by which RAPIDGate applicants and authorized RAPIDGate credential holders undergo ongoing review of criminal history and other information relating to their background, to determine whether they meet the RAPIDGate program's eligibility requirements.

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

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

"Fail" refers to a background screening result by which an individual is determined to NOT meet the RAPIDGate background screening criteria, and which disqualifies the individual from being an authorized RAPIDGate credential holder absent a waiver from a participating facility.

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

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

"RAPIDGate credential" is a credential that is issued to authorized RAPIDGate credential holders. Depending upon the participating facility, the RAPIDGate credential may be issued either by Fortior Solutions, LLC or by the United States government. The credential may be in the form of a "smart card" called a Personal Identity Verification – Interoperable ("PIV-I") credential, which contains a chip that is provisioned with certain digital certificates.

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

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



2. RAPIDGate Program Introduction

Welcome to the RAPIDGate program! The RAPIDGate program is an identity management and access control program provided by Fortior Solutions, LLC. The RAPIDGate program is implemented at United States military and other government and critical infrastructure facilities to enhance access security. Companies across the United States participate in the RAPIDGate program to improve on-site access for their employees who conduct official business on such facilities on a recurring basis.

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

The RAPIDGate program carefully screens each individual who registers for the RAPIDGate program. The initial screening may consist of both a commercial background screening and a Government National Crime Information Information/Interstate Identification Index ("NCIC/III") check. Each applicant who passes the initial commercial background screening and/or Government NCIC/III check and who meets all other RAPIDGate program eligibility requirements will be issued a RAPIDGate credential to wear and present for entrance onto participating facilities – subject, at all times, to the permission of the participating facility(ies). The RAPIDGate credential is part of an integrated solution that lets the participating facility(ies) know that the individual is an authorized RAPIDGate credential holder who meets the RAPIDGate program eligibility requirements for access to the facility.

Your company's RAPIDGate enrollment, and its authorized RAPIDGate credential holders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized RAPIDGate credential holders continue to meet the RAPIDGate program eligibility requirements at all times. The RAPIDGate program may use ongoing commercial background screenings and/or conduct ongoing Government NCIC/III checks of your company's authorized RAPIDGate credential holders, to verify their continued eligibility. Renewals in the RAPIDGate program are subject to your company's, and its authorized RAPIDGate credential holders', continued eligibility.

Participating facilities may require presentation of an active RAPIDGate credential as a condition of unescorted access to the facility. Please check with RAPIDGate Customer Service or the participating facility for details.

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

The RAPIDGate program is not a pre-employment or employee screening service. The RAPIDGate program includes use of commercial background screenings and/or Government NCIC/III checks of your company's employees, solely for the purpose of determining their eligibility to be authorized RAPIDGate credential holders. Your company may not use the RAPIDGate program, including the RAPIDGate commercial background screenings or Government NCIC/III checks, for pre-employment or employment-related purposes.

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

4. Commercial Background Screenings and/or Government NCIC/III Checks

Fortior Solutions, LLC takes seriously its commitment to security. That is why the RAPIDGate program is restricted to companies and their employees who, at all times, meet all RAPIDGate program eligibility requirements including the RAPIDGate commercial background screening criteria and, where applicable, Government NCIC/III checks criteria, established for participating facilities.

To register for the RAPIDGate program and to become an authorized RAPIDGate credential holder, your company's employees must consent to undergo, and must pass, an initial commercial background screening and/or Government NCIC/III check to verify their eligibility. Additional commercial background screenings and/or NCIC/III checks may be conducted on authorized RAPIDGate credential holders at any time or times, including on an ongoing basis, to verify their continued eligibility. By registering with the RAPIDGate program, the employees consent to such commercial background screenings and Government NCIC/III checks.

Commercial background screenings and Government NCIC/III checks may be conducted on individuals under circumstances that may include but are not limited to the following:



- When they first register for the RAPIDGate program
- Periodically and at any time or times, including on an ongoing basis, while they are participants in the RAPIDGate program
- When your company renews its employees' RAPIDGate credentials
- At any time upon request by the participating facility(ies) for which the employees are authorized RAPIDGate credential holders
- At any time upon request by any governmental department or agency that issues RAPIDGate credentials (see Section 5, below)
- At any time, in Fortior Solutions, LLC's sole discretion, to verify that authorized RAPIDGate credential holders meet the RAPIDGate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE RAPIDGate COMMERCIAL BACKGROUND SCREENINGS AND (WHERE APPLICABLE) GOVERNMENT NCIC/III CHECKS IS INELIGIBLE TO BE AN AUTHORIZED RAPIDGate CREDENTIALHOLDER.

Fortior Solutions, LLC contracts with one or more third-party commercial background screening providers to conduct the RAPIDGate commercial background screenings.

Information obtained during the registration process and/or through the commercial background screenings and Government NCIC/III checks may vary by participating facility and may include any or all of the following:

Individual Information:

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

Public records may be used in the commercial background screening reports, and Government records are used for the Government NCIC/III checks.

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

In the event of a Government NCIC/III "fail" result, the RAPIDGate program will so notify the affected employee and will provide instructions on the Government's redress process including how the employee may obtain a copy of his/her criminal history record information, which is maintained by the U.S. Federal Bureau of Investigation.

Individuals who "fail" a RAPIDGate commercial background screening or a Government NCIC/III check may request a "waiver" to participate in the RAPIDGate program from the participating Government facility(ies). The decision to grant or deny a waiver request is solely at the discretion of the participating facility(ies).

The RAPIDGate program and/or its third-party commercial background screening providers will NOT provide your company with a copy of the commercial background screening reports or disclose to your company the contents of the reports, and will not provide your company with a copy of the Government NCIC/III check information. The RAPIDGate program may provide the participating facility(ies) and/or other United States government agency with a copy of the commercial



background screening reports as well as all other RAPIDGate program information of your company's employees who register for and/or are authorized RAPIDGate credential holders.

YOU HEREBY AUTHORIZE FORTIOR SOLUTIONS, LLC AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALY REASONABLE PERIOD OF TIME. FORTIOR SOLUTIONS, LLC AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO PROTECTING THE CONFIDENTIALITY OF THIS DATA AND TO FOLLOWING FAIR INFORMATION PRACTICES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized RAPIDGate Credential holders

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

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

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

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

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



6. RAPIDGate program renewal

a. Company renewal

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

b. Authorized RAPIDGate credential holder renewals

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

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

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

7. Grounds for revoking RAPIDGate program enrollment and access privileges

a. Your company

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

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

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

b. RAPIDGate credentials

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

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

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the RAPIDGate program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the RAPIDGate program are subject to the terms and conditions of their RAPIDGate Individual User Agreement.
- This enrollment does not guarantee your company's authorized RAPIDGate credential holder's access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized RAPIDGate credential holders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized RAPIDGate credential holders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the RAPIDGate program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized RAPIDGate credential holders', access privileges under the RAPIDGate program at any time for any reason. **You agree on behalf of your company that, in such event, your company has no financial, legal or other remedies against Fortior Solutions, LLC or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates.**
- The RAPIDGate program includes use of commercial background screenings and Government NCIC/III checks but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a RAPIDGate commercial background screening and your employees have Government redress rights in the event of a "fail" result of a Government NCIC/III check. **You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against Fortior Solutions, LLC or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over the accuracy or completeness of data derived from a RAPIDGate commercial background screening or a Government NCIC/III check, or arising from an employee not passing a RAPIDGate commercial background screening or a Government NCIC/III check.**
- RAPIDGate credentials that are issued by the government may entitle the authorized RAPIDGate credential holders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the RAPIDGate program. Fortior Solutions, LLC assumes no responsibility or liability whatsoever for government content or functions of government-issued RAPIDGate credentials. **You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against Fortior Solutions, LLC or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate credentials.**
- Fortior Solutions, LLC contracts with one or more third parties to conduct RAPIDGate commercial background screenings. Such third party(ies) are required to strictly protect personally identifiable data. Fortior Solutions, LLC stores on its own servers only limited personally identifiable information on RAPIDGate participants. Fortior Solutions, LLC does not store on its servers, and maintains no database containing, the contents of commercial background screenings conducted on RAPIDGate participants. Such data is stored with Fortior Solutions, LLC's third-party background screening provider(s). **You agree on behalf of your company that your company has no remedy, in equity or law, and will initiate no legal action, against Fortior Solutions, LLC or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on Fortior Solutions, LLC's own servers or contained in Fortior Solutions, LLC's own databases.**
- The obligations of Fortior Solutions, LLC under this Agreement to provide services shall be suspended during the period and to the extent that Fortior Solutions, LLC or its third-party service providers are prevented or hindered from providing such services due to the occurrence of any event outside of the reasonable control of Fortior Solutions, LLC or its third-party service providers, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, discontinuation of use of the RAPIDGate program by a participating facility(ies), passage of law or any action taken by a Governmental or public authority including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, national or regional shortage of adequate power or telecommunications or transportation, theft or malicious damage or cyber attack, or loss or malfunctions of utilities, communications or computer (software and hardware) services.
Fortior Solutions, LLC expressly disclaims any and all representations or warranties whatsoever, whether express or implied, including any warranties of merchantability, suitability, network or data security, fitness for a particular



purpose, title, non-infringement, and any warranties arising from course of dealing, course of performance, or trade usage.

- You agree that, if your company has a dispute with Fortior Solutions, LLC or its officers, directors, employees, agents, attorneys, related companies, subsidiaries, affiliates, successors and assigns arising from or relating to the RAPIDGate program, your company will give written notice to Fortior Solutions, LLC within six months of the event or the action giving rise to the dispute. Such written notice must be sent to: RAPIDGate Manager, Fortior Solutions, LLC, 5800 NE Pinefarm Court, Hillsboro, Oregon 97124. You agree that your company will make every effort to resolve the dispute informally. In no event shall Fortior Solutions, LLC or any other person or entity referenced in this paragraph be liable for any special, indirect, incidental, punitive or consequential damages whatsoever (including lost profits), whether in contract, tort or otherwise, foreseeable or unforeseeable, at law or equity. You further agree that, in the event of a breach of this Agreement by Fortior Solutions, LLC, your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement or in connection with the RAPIDGate program must be brought and maintained in Washington County, Oregon.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and Fortior Solutions, LLC with respect to the RAPIDGate program, and this Agreement is binding on your company's successors and assigns. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and Fortior Solutions, LLC relating to the RAPIDGate program. This Agreement may be amended or updated by Fortior Solutions, LLC from time to time. Your RAPIDGate Company Administrator will be so notified and will be sent a copy of the updated Agreement. The updated Agreement will be posted to the RAPIDGate website at <http://www.rapidgate.com>. The updated Agreement will become binding on your company 30 days after it is posted on the RAPIDGate website. Your company's continued participation in the RAPIDGate program after that date will constitute your company's acceptance of the terms of the updated Agreement. If your company does not wish to be bound by the updated Agreement, your company must provide written notice to Fortior Solutions, LLC at info@rapidgate.com or at the following mailing address:

Fortior Solutions, LLC
5800 NE Pinefarm Court
Hillsboro, OR 97124

Following receipt of such notice, the RAPIDGate program will terminate your company's enrollment in the RAPIDGate program and deactivate the RAPIDGate credential issued to your employees (including any digital certificates contained in the credential), and may notify the participating Government facility(ies).

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