



## **Vendor Invoice License Agreement**

### **Definitions**

"You" and "Your" means the person, officers, company, Association, or Corporation and its affiliated entities that have executed this agreement on your behalf. "PERSONA TRUST™" is a wholly owned and operated service division of AYIN International, Inc.

AYIN International, Inc. is referred to as the "Company". The term "Clients" refers to Your clients. The term "License and/or Service(s)" mean Supervised Remote In-Person Identity Proofing verification and certification with our certified Notary Public or Trusted Agents via telephone interview or live video conference that is recorded and the electronic collection of Your Clients personal identifiable information for submission to Your technology portal in processing enrollment applications.

### **Notary Public and Trusted Agents**

You affirm, acknowledge, and agree to accept PERSONA TRUST™ Services for collection of Your Clients personal identifiable information, assertions, securely and electronically. All Company, certified Notaries Public or Trusted Agents, have signed a statement of confidentiality and our privacy policy agreeing to protect Your client's personal identification information.

### **License Agreement Term**

The term of this license agreement is active and valid for two (2) year from the date you agree to the terms and conditions stated herein. Unless canceled by You this agreement shall automatically renew.

### **Identity Proofing Transaction Fee**

All identity proofing transaction fee is thirty-two dollars (\$32.00) USD.

### **Invoice and Monthly License Fee**

You agree to pay all fees in full upon receipt of the Company invoice. You are required to pay a minimum monthly service fee of fifty dollars (\$50.00) USD. The Company may waive the monthly service fee if You provide a minimum fifty (50) identity proofing transactions.

### **Contact and Billing**

You agree to provide the Company with complete and accurate contact and billing information. This information includes Your legal company name, street address, e-mail address, and the name and telephone number of authorized billing and administration contacts. You agree to update this information within thirty (30) days of any change to it. If the contact and / or billing information You have provided is false or fraudulent, the Company reserves the right to terminate this License Agreement and take appropriate legal action as may be required.

### **Refunds**

For refund information please send all inquiries to [accounting@ayininternationalinc.com](mailto:accounting@ayininternationalinc.com)



### **Early Cancellation Fee**

You may cancel this agreement at any time by submitting in writing to:

AYIN International, Inc. 1240 E. Ontario Ave 102-221 Corona, California 92881

You are required to pay an early cancellation fee of 40% derived from the regular fee of thirty-two dollars (\$32.00 USD) for all outstanding Supervised Remote In-Person Identity Proofing transactions.

### **License Rights Granted**

The Company grants You one (1) non-exclusive, non-assignable, non-resalable (except as contemplated herein), non-transferable, royalty-free service license. You and Your clients are responsible for compliance with this agreement in such use. PERSONA TRUST™ services are specifically designed to allow Your Client's to interact with the Company's certified Notary Public or Trusted Agent via telephone interview or secure video conferencing to collect and verify their unique personal identifiable information.

### **Identity Proofing Revalidation**

The Company at its sole discretion reserves the right to establish identity proofing revalidation terms and periods for all prior identity proofed registrants in accordance with 75 Federal Registry (FR) 16247 Department of Justice (DOJ) Drug Enforcement Administration (DEA) Identity Proofing Revalidation interim final rule and Code of Federal Regulations (CFR) Title 21 Chapter II Part 1311. See Persona Trust Identity Proofing Revalidation Policy.

### **Ownership and Restrictions**

The Company and the Company's third-party technology Partners retain all ownership and intellectual property rights to the services, programs, applications, and technologies. Except for Your intellectual property, or Your Client's personal identifiable information submitted pursuant to the services herein described. The Company retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services including but not limited to, patents, trademarks, copyrights, trade secrets, confidential information, secret information, personal identifiable information, transcripts, audio/video conference recordings, electronic or paper-based documents, electronic transmissions resulting from services performed under this agreement. Third party technology may be appropriate or necessary for use with some PERSONA TRUST™ services. Such third-party technology is not licensed to You under the terms of this agreement.

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## **Prohibitions**

You are expressly prohibited from:

- remove or modify any service markings, logos, copyrights, trademarks, or any notice of the Company's or violate any of the Company's proprietary rights;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or De-compilation of the service's technology owned by the Company or the Company's third-party vendor affiliates (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by services).

## **Warrants, Disclaimers, and Exclusive Remedies**

The Company warrants that the PERSONA TRUST™ service license to You will operate in all material respects as described. The Company also warrants that the PERSONA TRUST™ services will be provided in a professional manner consistent with all applicable laws and industry standards.

## **Required Identification Documents**

In accordance with NIST 800-63.3a Digital Identity Guidelines Enrollment and Identity Proofing Requirements, PERSONA TRUST™ services require Your clients a minimum of one State or Government issued photo identification document for all Supervised Remote In-Person Identity Proofing transactions.

## **Hours of Service Availability**

PERSONA TRUST™ service hours are 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Weekend service may be available. Service hours are subject to change.

## **Rescheduling, Missed Appointments, and Cancellations**

PERSONA TRUST™ services are not responsible for missed appointments by Your clients.

## **Social Security Number Usage**

Section 7 of the Privacy Act (found at 5 U.S.C. S 552 (Disclosure of Social Security Number)) provides that: "It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number." Sec. 7 (a) (1).

## **Cookies**

PERSONA TRUST™ is an interactive website and uses cookies. Some of our affiliate parties may also use cookies.

## **Links**

You may not create a link to any page of this website without our prior written consent if You do create a link to any page of this website You do so at Your own risk and the exclusions and limitations of this agreement will apply to Your use of this website by linking to it.



### **API Integration**

The Company may provide application program interfaces (API) for mission critical functions. Support and consulting fees shall be based on Your integration requirements. Termination of this agreement will cancel and deactivate all API integration with Persona Trust™ service. The Company may obtain a license to offer and implement third-party API's from our vendor partners. The Company does not warranty or accepts any responsibility or liability for any third- party API, integration, functionality, or security.

### **Connectivity**

PERSONA TRUST™ Services anticipates one hundred percent (100%) connectivity for all identity proofing transactions. If connectivity interruption occurs PERSONA TRUST™ Services will reasonably execute best practices to restore connectivity including telephone or email contact of Your client, to complete the identity proofing transaction.

### **Guarantee and Liability**

The Company DOES NOT GUARANTEE THAT PROGRAMS FOR SERVICES DESCRIBED HEREIN WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT the Company WILL CORRECT ALL PROGRAM ERRORS FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND the Company's ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF the Company CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY NOT BE CHARGED FOR THE TRANSACTION WHEREIN THE INTERRUPTION OR BREACH OCCURRED. (B) THE RE-PERFORMANCE OF THE DEFICIENT SERVICES; OR, IF the Company CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO the Company FOR THE DEFICIENT SERVICES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF FUNCTIONALITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Nondisclosure**

Both You and the Company undersigned herein to this license agreement, agree to disclose only information that is required for the performance of obligations under this agreement. Your client's personal identifiable information shall be limited to the terms of this agreement. The Company will disclose client's personal identifiable information only to You or Your authorized personnel, agents, or affiliates to receive clients' personal identifiable information, who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms of this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the client's personal identifiable information to a federal or state governmental entity as required by law.



In accordance with the Video Privacy Protection Act 18 U.S.C. 2710 4(e) the Company is required to destroy client personal identifiable information as soon as practicable, but no later than one (1) year from the date the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (b) (2) or (c) (2) or pursuant to a court order under the Video Privacy Protection Act 18 U.S.C. 2710. Company shall not transfer client's personal identifiable information to, or store, host or process it in any other jurisdiction without having notified You or the client of the same in writing and in advance. Company shall implement strict and adequate security, technical and organizational safeguards in respect of the integrity and confidentiality of the clients' personal identifiable information while in its possession to ensure that the clients' personal identifiable information will not be recorded, disclosed, processed, deleted, altered, used, or otherwise tampered with in an unauthorized or accidental manner and to protect the clients' personal identifiable information in accordance with the relevant data protection laws. Company shall immediately notify You in the event of any breach of this clause and shall undertake promptly to remedy the breach (or the circumstances giving rise to the breach) without charge and at no additional cost to You.

### **Force Majeure**

Neither of us shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice and You will only be required to any fees up to the date of termination and will not be charged any penalties or required to pay any other fees. This section does not excuse either party's obligation to take reasonable steps to follow normal disaster recovery procedures, the Company's obligation in the event of a breach of any of the provisions of the Nondisclosure requirements herein, or Your obligation to pay for programs delivered or services provided herein described.

### **Termination of Agreement**

Termination of this license agreement may not be terminated by either party executing this agreement unless written specification of any breach is presented in writing to the breaching party. Both parties have thirty (30) days to submit the written specification of breach to the non-breaching party. If breach written notification is not submitted within thirty (30) days, then such breach shall not be considered, and this license agreement shall remain in effect. If either party to this agreement commits a material breach within the term of this agreement and fails to correct the breach within sixty (60) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement in writing within the time permitted and provision herein. If either party ends this agreement as specified due to a material breach as described herein, all amounts which have accrued prior to such end, as well as all sums remaining unpaid for license services performed by the Company are received under this agreement plus related taxes and expenses must be paid within ninety (90) days.



### **Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO COMPANY FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.

### **Waiver of Breach**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition in the event of any subsequent breach of the same or in the event of a breach of any other term, covenant, or condition herein contained. This agreement may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed or accepted by the Company or the Company affiliates. Any notice required under this agreement shall be provided to the other party in writing. Except for nonpayment of fees, the non-breaching party may agree at its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Upon any expiration or termination of this agreement, the Company shall promptly return or destroy any of Your Client's personal identifiable information in its possession.

### **Other**

- 1) This agreement is governed by the substantive and procedural laws and regulations of the State of California.
- 2) If You have a dispute with the Company, You will promptly send written notice to AYIN International, Inc. 1240 E. Ontario Avenue 102-221 Corona, California 92881. You may not assign, sell, give, or transfer the rights stated herein this agreement, or transfer the services, except as pursuant to Your identity proofing service offering, to another individual or entity without written request to do so and subsequent approval from the Company.
- 3) Except for actions for nonpayment or breach of the Company's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either You or the Company more than two years or within the statute of limitations after the cause of action has accrued.

### **Entire Agreement**

This license agreement is the entire and exclusive agreement between the Company and You regarding the PERSONA TRUST™ program and services You have ordered and purchased. Other than the Company, no other entity, person, company or the like may be third party beneficiaries to this license agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision herein. This agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto.