

Provenant vLEI Services Terms and Conditions

Nov 22, 2022

Provenant Inc ("Provenant") operates as a Qualified vLEI Issuer (QVI) in the vLEI ecosystem. This means that we issue digital credentials to prove the identity of organizations that GLEIF categorizes as Legal Entities (LEs), as well as the relationships between LEs and their officers and other key employees (OOR and ECR credentials). We do this according to the requirements of various regulatory regimes, as well as several inter-related GLEIF governance frameworks. Documentation about GLEIF, QVIs, and the associated governance frameworks are available on GLEIF's website ([gleif.org](https://www.gleif.org)).

LEs that wish to participate in the digital credential ecosystem enabled by GLEIF can choose to contract with Provenant for services. Services offered by Provenant include training, web portals, hosted wallets, tech support, and various tools that make the use of credentials and identity convenient and robust. They also include credential issuance and revocation, and the evidence-gathering and record-retaining activities that must accompany those activities. vLEIs and all processes related to them are governed by GLEIF; general training, support, and identity tools are not. See Provenant's website (Provenant.net) for details. Many of these Services are accessed via a web portal hosted at Provenant.net (the "Site"). Collectively, the subset of our services that Provenant delivers to an LE and its staff are called "Services" or "Service" in this contract. The acceptance of these Services according to these Terms gives you, the LE, the status of a Provenant customer ("Customer").

As an LE that participates in GLEIF's ecosystem, many aspects of your behavior are governed by the vLEI Ecosystem Governance Framework published by GLEIF. Provenant has similar constraints as it operates as a GLEIF QVI. However, in our relationship as Provenant and Customer, we are also governed by this contract. The GLEIF documents, which are normative in a standards-compliant sense, apply regardless of legal jurisdiction, and make no attempt to imagine all legalities. In a similar way, this contract, which is legally normative, makes no attempt to enumerate all GLEIF-related requirements (though it does mention some important ones). Therefore, this contract ("Contract", "Agreement", "Terms", "Terms and Conditions") shall not be construed as an exhaustive embodiment of all GLEIF requirements, only of the contractual obligations in the Provenant - Customer relationship.

1. Legal Entity and Persons

Provenant's Services facilitate identity for LEs with a public footprint. However, public institutions have relationships to private persons, and some of those persons — for example, officers with legally recognized duties, and public prominent employees — must be described with careful evidence to make an institutional identity robust. GLEIF allows a LE to request that the QVI issuing their LE vLEI also issue OOR vLEIs and ECR vLEIs for these affiliated persons.

Provenant captures and retains limited records about your key people, and the scope of this information may grow if you ask us to issue OOR and/or ECR vLEIs. The key people we are talking about have roles such as Designated Authorized Representative (DAR), Legal Entity Authorized Representative (LAR), Official Organizational Role Person (OOR Person), and Engagement Context Role Person (ECR Person) in the GLEIF terminology ("GLEIF-defined Roles"). You may also have technical or administrative staff that use the Site or Services ("Other Roles"). Your status as an institutional Customer confers some duties and rights on individuals having GLEIF-defined Roles or Other Roles with respect to you ("Staff"), as described herein.

2. Agreement to Terms

These Terms and Conditions constitute a legally binding agreement made between you, a Legal Entity ("you") and Provenant Inc ("Company", "we", "us", or "our"), concerning your access to and use of the Services.

You agree that by accessing the Services, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these terms and conditions, then you are expressly prohibited from using the services and you must discontinue use of the Services and the Site immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site and/or Services after the date such revised Terms and Conditions are posted.

3. Privacy and Records

Some of your Staff must be strongly identified by Provenant. Complying with GLEIF governance in this matter requires us to process and store some personally identifiable information (PII) for such individuals. By using the Site and/or Services, you agree that Provenant will store all necessary documentary evidence required by its activities as a QVI.

You further agree that you have explained to such staff members the data collection and retention requirements that devolve upon Provenant with respect to them — and that you have explicitly recorded their consent to share their personal data as required, under the Terms enumerated here. A non-exhaustive list of PII-related behaviors to which your staff must consent includes:

1. The names of holders of OOR credentials are published in conjunction with your legal information as an institution. As matters of public record necessary to the establishment of a legal entity's identity, this information is not subject to right of erasure and similar provisions in privacy statutes.
2. Provenant must retain information about OOR credential holders even if the relationship between the LE and the individual changes or terminates.

By using the Site and/or Services and providing your personal or business email and name, you are agreeing that Provenant complies with Article 6(1) point (a) of REGULATION (EU) 2016/679 and may store this information (provided as part of the necessary registration process to obtain an account). Provenant will not disclose the name of your organization, or names, addresses, telephone numbers, email addresses, or other personal identifying information other than that which is required to be included within a vLEI's field values, without prior written consent. Individual online usage patterns will not be disclosed to either advertisers or to third parties. Provenant does not process or store your credit card information on any of its servers; rather, this information is managed by our payment gateway providers. Billing address details will be required from you during payment and will be recorded on invoices.

You may see the data we store about you, and you have the right to rectify any inaccuracy. Contact vlei-support@provenant.net for such matters.

Your staff may see the data we store about them, and they also have the right to rectify any inaccuracy. They must also contact vlei-support@provenant.net. The rights of such individuals survive termination of this agreement and cannot be modified by you.

4. Security

Provenant is committed to security. The Site and the Services use hardened infrastructure running at secure datacenters with redundant power and internet connectivity. Provenant uses various industry best practices to maintain the security of the system, including the use of robust encryption methods to prevent unauthorized access to account information stored on our servers.

As a Customer, you have a duty to safeguard your own keys, passwords, and other access methods, and to notify Provenant immediately, at security@Provenant.net, if you become concerned that your account or any other aspect of the system may be compromised.

Provenant will notify Customers in a timely manner of any security concerns that it deems relevant by posting a notice on the Site. It may also reach out in other ways. Provenant is also required to share such notifications with GLEIF.

5. Proper Use

You and your Staff agree to comply with the terms and conditions of this Agreement and with all applicable local, state, national and international laws and regulations, including data processing and data privacy requirements, and all Internet regulations, policies and procedures, including all export and other laws regarding the transmission of technical data exported from any country through the Service. You and your Staff agree that you will not use the Service for illegal purposes, to disrupt to the Service, or to distribute content that violates the privacy, intellectual property or other proprietary rights of any third party, or for purposes that Provenant reasonably determines to be unlawful, obscene, defamatory, harassing, fraudulent, abusive, threatening, harmful, vulgar, or otherwise objectionable.

6. Accounts

You represent that the individuals holding GLEIF-defined Roles in your relationship with Provenant are at least 18 years of age (or, as applicable, the age of majority in the state or province in which they reside), and that they possess the legal right and ability to enter into contractual obligations on their own behalf. You also warrant that your DARs and LARs are authorized to represent you in contractual matters with Provenant, and you are responsible for their actions in that capacity.

You agree that if any staff member with a GLEIF-defined Role changes responsibilities or affiliation in a way that would invalidate their credentials, you will notify Provenant immediately.

GLEIF requires you to revoke their OOR and/or ECR vLEI credentials. We are happy to help you do that if you contact us at vlei-support@provenant.net.

The Service requires individual users to register for a password-protected account. You represent and warrant that all of the information provided by your Staff to Provenant is true, accurate and complete, and that they have legal right to use the e-mail address(es) they (or you) provide. You and your staff agree to keep your and their information current by updating account information. You agree to maintain the confidentiality of passwords and keys. You and your staff are responsible for all activities that occur under your account and theirs.

Provenant reserves the right to terminate access to any account that violates the terms of this Agreement.

7. Communication

The official channel for all communication regarding this relationship is vlei-support@Provenant.net. Security-related issues may be redirected to security@Provenant.net. Other interactions with Provenant may occur over teleconference sessions or phone calls.

Provenant may proactively communicate with you over channels that you designate. These channels must at least include contact methods for your DAR and LARs. Sometimes communications will include formal notices that are related to GLEIF-related events (e.g., to notify you that your LEI will be expiring and needs renewal). Such notices may use capitalized terms that correspond to terms defined in this contract and/or in GLEIF governance frameworks. In such cases, it is understood that the referent is a concept with formal legal treatment and/or formal procedural requirements from GLEIF.

Informational messages between Provenant and the Customer may occur in any convenient language. However, to avoid confusion, all formal notifications and other messages having language with contractual effect must use English.

No advice or information, whether oral or written, obtained by you from Provenant, or through or from the Provenant Site, Services, or other channels, shall create any warranty not expressly stated in this agreement.

You agree that the official time for all transactions using the Service will be the timestamps recorded by the Service's servers. You also agree that all electronic communications or notices sent to the e-mail address you provide to Provenant, placed in your account, or posted on the

Site will be considered “in writing” and received within five (5) business days of its dissemination. Provenant disclaims all responsibility for all failures in communication caused by failures of third parties to properly process or deliver Provenant’s electronic communications.

8. Payment

Provenant publishes a fee schedule on the Site. This schedule is reviewed at least annually and may be updated, at Provenant's sole discretion, with the changes taking effect not less than 15 days after an update is posted. Provenant may not charge Customers for the re-issuance of credentials resulting from key compromise recovery by the Qualified vLEI Issuer.

Payment of your account balance is due in advance and must be made by the credit card you designate.

9. Provenant Rights

9.1 Maintenance

The Site and/or Service will occasionally be unavailable during system maintenance and upgrades. Provenant scheduled maintenance will usually take place on Saturdays between 7am-midnight GMT. Provenant will make commercially reasonable efforts to ensure that the Service will be available during this period. However, Provenant disclaims all responsibility for any interruptions or problems with the Service caused by external forces affecting the reliability of the Internet or computer systems.

9.2 Limitation of Liability

You expressly understand and agree that Provenant shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages of any kind, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Provenant has been advised of the possibility thereof), and including damages resulting from: (i) any transaction sent through the service where Provenant was not a direct party; (ii) the use or inability to use the service, including errors, interruptions or delays; (iii) unauthorized access to or alteration of the status of your LEI; or (iv) any other matter relating to the service. Provenant’s liability shall not exceed, in the aggregate, a sum equal to the amount of fees (if any) paid for using the Services under this Agreement.

9.3 Disclaimer of Warranty

You expressly understand and agree that:

Your use of the service is at your sole risk. Provenant provides the service on an “as is” and “as available” basis. Provenant expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Provenant aims to provide prompt and highly available service. Insofar as this touches our activities as a QVI, details are enumerated in "Appendix 5, Service Level Agreement" of the vLEI Issuer Qualification Agreement. We aim to meet or exceed the SLA targets there, and GLEIF holds us accountable for doing so. However, Provenant does not warrant and expressly disclaims that (i) the service will meet your requirements; (ii) the service will be uninterrupted, reliable, timely, secure, error-free or free of viruses and other harmful components, (iii) any errors on the Provenant web site or service will be corrected; and (iv) that LEI details that you store via the service will remain accessible.

Any material downloaded or otherwise obtained through the use of the service is done at your sole discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from Provenant, or through or from the Provenant web site or service, shall create any warranty not expressly stated in this agreement.

9.4 Intellectual Property Rights

You acknowledge and agree that Provenant owns all right, title and interest in the Service and the Site, including, without limitation, all intellectual property rights. You acknowledge and agree that the Service and the Site contain proprietary and confidential information and trade secrets including, but not limited to text, graphics, logos, images, software, and icons, that are protected by the United States and international intellectual property laws and applicable laws.

Provenant retains all right, title and interest to the words “Provenant”, “Origin”, and any word, phrase or logo incorporating the foregoing (collectively, the “Provenant Marks”). You agree not to display or use Provenant Marks in any manner without Provenant’s prior written permission.

10. General Provisions

10.1 Entire Agreement

This Agreement constitutes the entire agreement between you and Provenant and governs your use of the Site and Services. This Agreement supersedes all prior agreements and understandings between you and Provenant, whether written or oral.

10.2 Indemnification

You agree to hold harmless and indemnify Provenant and its subsidiaries, affiliates, officers, agents, directors, managers, employees, and successors from any claims, losses, damages, suits, demands, liabilities, judgments, litigation costs and attorneys' fees arising from or in any way related to your use of the Service, your breach of any of your obligations under this Agreement, or your violation of any applicable laws or regulations.

10.3 Severability and Waiver

If a court of competent jurisdiction declares any term or provision in this Agreement invalid or unenforceable, you and Provenant nevertheless agree that the court should construe that term or provision consistent with applicable law as nearly as possible to reflect the parties' original intentions, and that the remaining terms and provisions remain in full force and effect. Failure by Provenant to exercise or enforce any provision of this Agreement shall not constitute a waiver of any such provision.

10.4 Choice of Law

This Agreement shall be governed by the laws of the United States, and where relevant, the State of New York without regard to its conflict of law provisions. You and Provenant agree to submit to the personal and exclusive jurisdiction of the courts located within the United States.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

10.5 Termination

This contract remains in force until terminated by either the Legal Entity or by Provenant.

You may terminate this agreement at any time, shifting support for your vLEIs to a different QVI. Provenant will facilitate this appointment of a different QVI per the GLEIF governance framework. In such a case, the Customer shall request revocation of the Legal Entity vLEI Credential issued by Provenant (which will result in all chained vLEI Role Credentials also being revoked) once you have received your new credentials from the new QVI. Provenant may not appoint a different QVI for one of its Customers on its own initiative.

Termination will occur if:

- A. the Legal Entity ceases to exist or operate and the LEI of the Legal Entity is retired
- B. the LEI of the Legal Entity lapses due to non-compliance of the Legal Entity subject to requirements established by GLEIF to renew its LEI and validate its LEI reference data;

Termination with immediate effect may also occur for cause in the event of severe or repeated violation of contractual duties, for which no cure is possible, or cure has been refused despite a reasonable cure period.

Termination may also be initiated with immediate effect by the Qualified vLEI Issuer, and without any liability of the Qualified vLEI Issuer for any damages caused by such termination, in the event that the vLEI Issuer Qualification Agreement of the Qualified vLEI Issuer with GLEIF is terminated.

11. GLEIF-Specific Clauses

11.1 Single LEI

You agree that only one LEI may be requested per Legal Entity, and that the 1-to-1 relationship between LEIs and LEs extends to your digital identity in vLEIs as well. That is, you may only operate with a single identity as a Legal Entity. This does not prevent the modeling of subsidiaries and parent organizations — but as those have a different legal identity, they are treated as different Legal Entities and different Customers. You agree to this constraint.

11.2 Active and Accurate LEI

As the reputations of you, Provenant, and GLEIF are affected by the accuracy and currency of information in your credentials, you accept a duty to make sure that information about your organization is current, accurate, and complete at all times. Provenant accepts a similar duty. In addition, you acknowledge that vLEI credentials depend on LEIs. You therefore agree to maintain an LEI Entity Status of Active and an LEI Registration Status of Issued, Pending Transfer or Pending Archival in the Global LEI System.

11.3 LARs

Prior to the issuance of any Legal Entity Official Organizational Role vLEI Credentials, your DAR must designate LARs who are allowed to request the issuance and revocation of your vLEIs. You must designate and maintain at least three (3) LARs, except in the case of a sole proprietor with less than two employees.

11.4 Publication of Data by GLEIF

Provenant shares with GLEIF its data regarding the issuance, updating, and revocation of your vLEIs. GLEIF publishes some of this data on your LEI page on [gleif.org](https://www.gleif.org). GLEIF also uses Provenant data about its QVI activities to monitor credential registry service levels. You warrant that you have communicated this to your Staff, and received their consent if your vLEIs include any of their PII.

11.5 GLEIF Intervention and Transfer

GLEIF reserves the right to coordinate with you via your DAR if Provenant ceases to become a QVI. In such a case, you agree that you have an obligation to contract with a new QVI to ensure continued use of vLEI Credentials. You agree to support the above coordination, including allowing Provenant to forward to GLEIF the names, titles, and email addresses for your DAR and LARs. You agree that all GLEIF-related obligations that devolve upon you as a Legal Entity with vLEIs survive this contract and transfer to the new context if you appoint a new QVI. This includes consent, warranties, and similar provisions enumerated in these Terms.

Provenant is prohibited from transferring on its own initiative your Legal Entity vLEI Credential and the Legal Entity Official Organization Role vLEI Credentials to any other QVI.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be entered into effective as of the later of the two dates below.

Provenant Inc
LEI: 984500983AD71E4FBC41

<Customer Legal Name>
LEI:

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date:

DRAFT