

SOFTWARE DEPLOYMENT AGREEMENT

This Software Deployment Agreement (“Agreement”) is entered into as of this 4th day of November, 2014, (the “Effective Date”) between the OpenID Foundation, an Oregon nonprofit public benefit corporation with its office at 2400 Camino Ramon, Suite 375, San Ramon, CA 94583, United States of America (“OIDF”), and ICT Services and System Development (ITS), a university department incorporated under the laws of Sweden with its office at Umeå Universitet (“Contractor”).

RECITALS

OIDF has developed an interoperable authentication protocol, known as OpenID Connect, that lets developers authenticate their users across websites and apps without having to own and manage password files (“**OpenID Connect**”).

Contractor is experienced in deploying software of the type required under this Agreement, and regularly packages, installs and deploys software for third parties.

OIDF and Contractor desire to establish a relationship whereby Contractor will (i) package appropriate third-party software selected by the OIDF (**Test Suite Software**) in a manner that will allow entities desiring to implement compliant versions of OpenID Connect to test the conformance of their product with the OpenID Connect protocol, and (ii) install such software on a publicly accessible OIDF website for use by such entities in self-evaluating their product compliance.

In consideration of the mutual promises herein, OIDF and Contractor agree as follows:

AGREEMENT

1. SOFTWARE DEPLOYMENT SERVICES.

- 1.1. Packaging. Contractor will: (1) package the Test Suite Software to assist businesses in testing the conformance of their products with the OpenID Connect protocol and (2) deliver to the hosting environment, executable copies of the Test Suite Software and associated documentation.
- 1.2. Installation. Contractor will install the appropriate Test Suite Software on OIDF designated servers, in accordance with the schedule of milestone dates as set forth in Exhibit B.
- 1.3. Source Control. Contractor will also deliver to the OIDF a copy of all source code as deployed and all configuration information for the deployment in a source control system dedicated to this purpose. The information in the source control system will provide a complete record of the deployment, sufficient to reproduce it in the event of a partial or total loss of the deployment.
- 1.4. Deployment Acceptance Testing. Upon each installation of the Test Suite Software, OIDF shall have no less than thirty calendar (30) days to verify the Test Suite Software deployment to determine whether the environment adequately evaluates a product’s compliance with the OpenID Connect protocol, per Exhibit A. If OIDF determines that the Test Suite Software deployment does not perform satisfactorily, OIDF shall notify Contractor and Contractor shall

promptly modify or improve the Test Suite Software deployment to address problems identified by OI DF .

2. MAINTENANCE AND SUPPORT SERVICES.

2.1. Maintenance and Support Services shall include the following:

- Re-deployment: As new revisions or other new versions of the Test Suite Software are available they will, at OI DF's discretion, be re-deployed on the OI DF designated servers;
- Current Source Control: As new revisions or other new versions of the software are deployed and/or configuration information for the test servers is updated, the updated source code and/or configuration information are to be accurately recorded in the source control system at all times, and delivered to the OI DF;
- Technical Support: All technical support necessary to provide and ensure the continuous availability to OpenID Connect Users of the Test Suite Software and data related thereto.

3. OWNERSHIP RIGHTS.

3.1. OpenID Connect Standard. Contractor acknowledges that OI DF owns and retains all right, title, and interest in and to the OpenID Connect protocol, including but not limited to any and all copyrights, trade secret rights, patents and patent rights, and any other intellectual and industrial property and proprietary rights therein, including all registrations, applications, renewals and extensions of such rights worldwide.

3.2. Test Suite Software. The appropriate Test Suite Software selected by OI DF is owned solely by a third party and any copyrights, trade secret rights, patents and patent rights, and any other intellectual and industrial property and proprietary rights (by whatever name or term known or designated) therein, including registrations, applications, renewals and extensions of such rights worldwide, shall be the sole and exclusive property of this third party.

4. FEES AND PAYMENT.

4.1. Fees. Contractor will deploy the Test Suite Software for the fees listed on Exhibit B. Contractor shall be responsible for all expenses; e.g. personnel per day, travel expenses, supplies and equipment, translations, copies, communications, etc.

4.2. Payment. Contractor shall invoice OI DF as specified in Exhibit B. OI DF shall pay Contractor within thirty (30) days of receipt of an invoice from Contractor.

5. WARRANTY AND LIMITATION OF LIABILITY.

5.1. Services Warranty. Contractor represents and warrants as follows: (a) Contractor shall perform the Software Deployment Services, as specified in this Agreement in a commercially reasonable manner; (b) Contractor will perform its Software Deployment Services obligations hereunder in a timely, good workmanlike manner in accordance with generally accepted standards in the relevant industry.

5.2. Disclaimer of Warranty. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT.

5.3. Limitation of Liability. EXCLUDING CLAIMS BASED ON THE OBLIGATIONS SET FORTH IN THE INDEMNIFICATION AND CONFIDENTIALITY SECTIONS OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. CONFIDENTIALITY.

6.1. OIDF Confidential Information. "OIDF Confidential Information" means any information disclosed to or developed by Contractor in connection with this Agreement which is disclosed in writing, electronically, orally or by inspection and which is either identified as "Confidential" or is of such nature that Contractor has a reasonable basis to believe is confidential. OIDF Confidential Information includes, without limitation, all versions of the Test Suite Software, data resulting from the use of the Test Suite Software by OIDF or any OpenID Connect User, and any other OIDF data, planned products or services, processes, methods, inventions, marketing promotions, discoveries, current or planned activities, research, development, or other information relating to any OIDF business activities or operations or those of any OpenID Connect Users. OIDF Confidential Information does not include any information that Contractor can demonstrate by its written records was (i) independently developed by Contractor without any use of the OIDF Confidential Information; (ii) becomes known to Contractor, without restriction, from a third party without breach of this Agreement and where such third party had a right to disclose it; (iii) was in the public domain at the time it was disclosed or falls into the public domain through no act or omission of Contractor; or (iv) was lawfully known to Contractor, without restriction, at the time of disclosure.

6.2. Obligation. Contractor acknowledges that while performing the Software Deployment Services under this Agreement it may develop, generate, or have access to OIDF Confidential Information. Except as reasonably necessary for performing its obligations under this Agreement, Contractor will not use or disclose OIDF Confidential Information to any third parties. Contractor will use its best efforts and take all reasonable measures necessary to keep OIDF Confidential Information confidential, to prevent the disclosure and unauthorized use of OIDF Confidential Information, and, except as authorized by OIDF in writing, Contractor may only use OIDF Confidential Information to perform the Software Deployment Services required under this Agreement and may only make copies as necessary for performing its obligations under this Agreement. Upon cessation of work, or upon termination or expiration of this Agreement, Contractor will return to OIDF all documents and other materials in its control that contain or relate to OIDF Confidential Information.

7. TERM AND TERMINATION.

7.1. Term. This Agreement shall be effective as of the Effective Date, and shall continue for a period of 1 year (the "Initial Term") unless earlier terminated in accordance with Section 8.2.

Thereafter, this Agreement shall automatically renew for successive one (1) year periods beginning on the expiration of the Initial Term or previous Renewal Term, as the case may be, unless earlier terminated in accordance with Section 8.2.

7.2. Termination. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. Either party may terminate this Agreement upon fifteen (15) days prior written notice for a material breach of this Agreement, provided that the breaching party fails to cure such breach within fifteen (15) days of its receipt of such notice by the non-breaching party.

7.3. Rights Upon Termination. In the event this Agreement is terminated for any reason, OI DF shall pay Contractor, on a pro rata basis, for all Deployment Services performed up to and including the date of such termination. Upon any termination or expiration of this Agreement, Contractor shall (i) return all OI DF Confidential Information, and all other materials belonging to OI DF, (ii) erase and remove all copies of the foregoing from any computer equipment and media in Contractor's possession, custody or control, and (iii) provide OI DF with a written statement certifying that it has complied with the foregoing obligations.

8. MISCELLANEOUS.

8.1. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by Swedish law. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the courts of Västerbotten County, Sweden (or, if there is exclusive federal jurisdiction, Hovrätten Norrland, Sweden), and the parties consent to the personal and exclusive jurisdiction of these courts.

8.2. Assignment. Neither party may assign this Agreement or any rights hereunder without the other party's prior written consent; provided, however, that either party may assign this Agreement without the other party's prior consent to an entity that acquires all or substantially all of the business or assets of that party, whether by merger, reorganization, acquisition, sale or otherwise. Any assignment made in conflict with this provision shall be void.

8.3. Notices. All notices pertaining to this Agreement will be in writing and sent to the addresses set forth below. Notices will be deemed given when delivered personally or five (5) business days after having been sent by certified or registered mail, commercial courier or similar reliable means of delivery, or by email or facsimile transmission (in which case such notice shall also be sent by postal mail), to the other party at the addresses contained herein.

8.4. Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent that such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war,

failures of the Internet, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

- 8.5. Severability. If any term, condition, or provision of this Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 8.6. Entire Agreement. This Agreement (including Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties. Each of OIDF and Contractor have caused this Agreement to be executed by its duly authorized representative.

Executed by OpenID Foundation

By: Don Thibeau
Authorized Signature

Name: Don Thibeau

Title: Executive Director

Address: 2400 Camino Ramon
San Ramon CA.

Date: 11/18/2014

Executed by Contractor

By: Ali Foroutan-Rad
Authorized Signature

Name: Ali Foroutan-Rad

Title: Director

Address: Umeå University, ITS
SE-90187 Umeå, Sweden

Date: November 14, 2014

EXHIBIT A

TEST SUITE ECOSYSTEM

The OpenID Connect Conformance Test Suite is deemed eligible by OI DF through:

- The responsibility of OpenID Connect Working Group and the Ad Hoc Certification Working Group.
 - Ad Hoc Certification Group will consist of: Salesforce (Chuck Mortimore), NRI (Nat Sakimura), Google (Adam Dawes), Microsoft (Mike Jones), and Ping Identity (John Bradley).
- OpenID Connect Working Group will ensure standards of quality of the Test suite software; e.g. utility, feasibility, accuracy, and appropriateness.
- Deployments of the test suite on the hosts:
 - op.certification.openid.net
 - rp.certification.openid.net
- Verification will be conducted by experts at Google, Microsoft, Ping Identity, Salesforce, and other member organizations and in consideration of the needs of the primary intended users: members of the OpenID Foundation and other entities intending to self-certify their deployment(s) of OpenID Connect as described at openid.net.
- The testing platform will be provided by Symantec Corporation (point of contact Brian Berliner).

EXHIBIT B

FEES AND PAYMENT SCHEDULE AND MILESTONES

- The fees for the Software Deployment Services will be US \$15,000, payable in five equal payments of US \$3,000.00.
- The budgeted payments assume the contractor is responsible for all expenses; e.g. personnel per day, travel expenses, supplies and equipment, translations, copies, communications, etc.

- Payment #1: Contract initiation payment ~ November 4, 2014
 - Milestone: Signed OpenID Connect Conformance Test Suite contract by OpenID Foundation and contractor.
 - Authorized by the OpenID Foundation Executive Committee at its October 29, 2014 meeting.

- Payment #2: OpenID Provider Test Suite Deployed: ~ November 15, 2014
 - Milestone: acceptance of deployed Version 1.0 Conformance Test Suite **for OpenID Providers** and Documentation by OpenID Connect Working Group and Ad Hoc Certification Working Group.
 - Authorized by the OpenID Foundation Executive Committee at its October 29, 2014 meeting.

- Payment #3: Relying Party Test Suite Deployed: ~December 15, 2015
 - Milestone: acceptance of deployed Version 1.0 Conformance Test Suite **for Relying Parties** and Documentation by OpenID Connect Working Group and Ad Hoc Certification Working Group.
 - Authorized by the OpenID Foundation Executive Committee at its October 29, 2014 meeting.

- Payment #4: Test Suite Updates Complete: ~March 1, 2015.
 - Milestone: Final Posting of Version 1.0 OpenID Connect Conformance Test Suite documentation package by contractor.
 - Authorized by the OpenID Foundation Board at its March 5, 2015 meeting.

- Payment #5: Final Payment/Support Testing: ~November 4, 2015.
 - Milestone: Address issues that may arise during production conformance testing by additional parties.
 - Authorized by the OpenID Foundation Executive Committee at its October 1, 2015 meeting.