

Service Agreement For Enterprise Access Gateway and Secure Access Manager Service

This Service Agreement for Enterprise Access Gateway and Secure Access Manager Service (“Service Agreement”), dated as of the Effective Date, is by and between Exostar LLC, a Delaware limited liability company (“Exostar”), and the undersigned (“Subscriber”) (each a “Party” and, collectively, the “Parties”).

The Parties intending to be legally bound agree as follows:

1. Definitions

- a. Unless the context otherwise requires or as otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:
- (1) “Content” means information supplied to Customers via the Service.
 - (2) “Effective Date” means the date set forth above the signature lines below.
 - (3) “General Terms and Conditions” means the document containing the general terms and conditions for use of the Exostar Platform. The General Terms and Conditions Life Sciences are binding on the Subscriber as part of this Service Agreement and are incorporated herein by reference.
 - (4) “Relying Party” means a service, site, or entity that depends on an identity provider to identify and authenticate a user who is requesting access to a digital resource.
 - (5) “Representation Materials” means documents, records and other materials supporting the representations and warranties made by Subscriber to Exostar regarding the security protections, physical and electronic, deployed or used by Subscriber for its IT infrastructure and account, credential and security management practices.
 - (6) “Remote Identity Provider” or “R-IDP” or “RIdP”, for purposes of this Service Agreement, is defined in the EAG SAM Service Description. https://www.myexostar.com/?ht_kb=exostar-terms-and-conditions
 - (7) “Service” or “Enterprise Access Gateway Service”, for purposes of this Service Agreement, means the services offered by Exostar allowing Subscriber and Customer to interact via integration of the Subscriber acting as a Remote Identity Provider asserting user authentication information to Exostar and affiliate Service Providers as described in the Exostar EAG SAM Service Description. https://www.myexostar.com/?ht_kb=exostar-terms-and-conditions
 - (8) “Sponsor” means an organization that supports the connection of a Relying Party or Remote Identity Provider to Exostar system.
 - (9) “Security Validation” means the Subscriber completing and submitting the Security Questionnaire and any other Representation Materials reasonably requested by Exostar. Exostar will complete the Assessment by scoring the questionnaire, conducting follow up interviews to get the necessary context and detail, and reporting to the governing council.

- b. Each of the following terms is defined in the Section opposite such term:

<u>Term</u>	<u>Section</u>
Party.....	Preamble

Service Agreement Preamble
Subscriber Preamble

- c. Terms not otherwise defined herein shall have the meanings set forth in the General Terms and Conditions Life Sciences.

2. Acceptance of the Agreement

Subscriber hereby agrees to be legally bound by this Service Agreement and General Terms and Conditions Life Sciences. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS SERVICE AGREEMENT, SUBSCRIBER MAY NOT ACCESS THE SERVICE.

- 3. **Permitted Use.** Subscriber may use the Services only to authenticate interactions with Customers, including the facilitation of two-way remote use of another party's electronic and IT systems. Subscriber agrees that no information, other than authentication information, shall be exchanged as part of the Service. Subscriber may not transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in the Service in any form to any third party, including commercial time-sharing, rental or service bureau use. Subscriber agrees to be bound by the additional terms and conditions contained in [the EAG SAM Service Description](#) incorporated herein by reference.

4. Content

- a. Subscriber agrees that the Content provided for posting to, or access via, the Exostar Exchange will not contain any technical data, technology or software controlled by any U.S. Export Control Laws unless the export of such technical data, technology or software has been properly licensed, authorized by applicable government authorities, or is otherwise allowed.
- b. If Subscriber provides Content and if any Content provided to, or transmitted via, Exostar becomes the subject of an actual or threatened lawsuit or other legal action, or Exostar believes the Content may violate the rights of a third party or that Exostar is not authorized to handle such Content, Subscriber agrees that Exostar will have the right to immediately remove such Content from the Exostar Exchange and Subscriber will not have the right to take legal action against Exostar.

5. Fees.

- a. The fees for the use of the Services are set forth in an Exostar sales quote or as agreed upon in a Statement of Work.
- b. The fees for your use of the Service may be paid by Subscriber or another Subscriber may pay the fees on Subscriber's behalf. Subscriber will be notified if Subscriber is to pay any fees directly, the amount of any such fees, and how such fees are to be paid. If Subscriber and Exostar cannot agree on the amount of such fees or how they will be paid, the Parties may independently exercise their rights to terminate this Agreement.
- c. Subscriber agrees to calculate and pay all taxes, duties or charges of any kind (including withholding or value added taxes) that may be imposed by any federal, state, local, national, provincial or other governmental entity for Subscriber's use of the Services, excluding only those taxes based solely on Exostar's property or net income. Subscriber agrees to hold Exostar harmless and indemnify Exostar from all claims and liabilities that arise from Subscriber's failure to report or pay any such taxes, including duties, tariffs or charges.
- d. Subscriber agrees that Subscriber will not, for any reason, subtract or offset any amounts Exostar may owe Subscriber from any fees or charges that Subscriber owes Exostar.

6. Length of Agreement. The initial term of this Service Agreement is for a period of twenty-four (24) months commencing on the Effective Date. Unless sooner terminated, the term of this Service Agreement and Subscriber's subscription, and Subscriber's membership, will automatically renew for succeeding twelve (12) month periods, each beginning at the end of the preceding twelve (12) month period unless either Party notifies the other at least thirty (30) days prior to the expiration of the then-current term of its intent not to renew. The preceding notwithstanding, Exostar reserves that right to terminate this Agreement with immediate effect unless the completed 7 c questionnaire, below, is received prior to the start of each succeeding twelve (12) month period.

7. Termination of Services.

- a. In addition to other termination rights in the General Terms and Conditions, either Party may terminate the Service upon thirty (30) day prior written notice to the other Party.
- b. If the Services are terminated for any reason:
 - i. Exostar has the right to immediately discontinue Subscriber's access to the Services and to remove Subscriber's authentication information, if any, from the Exostar Platform,
 - ii. Exostar has the right to immediately discontinue Subscriber's access to the Exostar Platform if Subscriber has not subscribed to any other service on the Exostar Platform,
 - iii. Subscriber agrees to promptly discontinue using the Services, and to discontinue using any Confidential Information that Exostar has given to Subscriber relating to the Services,
 - iv. within ten (10) days of the date this Service Agreement is terminated, each Party agrees to certify to the other Party in writing that all copies, extracts or derivatives of the Confidential Information, in any form, have either been returned to the other Party or destroyed per such Party's specific instructions, and (5) each Party agrees to promptly discontinue using the other Party's intellectual property in connection with the Services.
- c. Notwithstanding the foregoing, (1) Subscriber will be responsible for payment of fees for Services received prior to any termination, and (2) under no circumstances will refunds will be provided by Exostar as a result of any termination hereunder.

8. Security Validation.

- a. In connection with the Services provided by Exostar hereunder, Subscriber agrees that Subscriber shall:
 - i. When requested by Exostar, but in no event more often than annually (except in connection with dispute resolution or when required by authorities or otherwise necessary to the provision of Services in which case as often as needed), make available to Exostar (or its agents, at the request of Exostar) for examination, reproduction and inspection during validation assessments or otherwise, all Representation Materials necessary to validate that the security protections, physical and electronic, deployed and used by Subscriber are consistent with the representations and warranties made by Subscriber under this Service Agreement; and
 - ii. From the Effective Date and for a period of no less than three (3) years after the

termination of this Service Agreement, retain the Representation Materials; and,;

- iii. Allow Exostar and its agents full and reasonable access to Subscriber's premises and the Representation Materials to conduct validation assessments; and
 - iv. Complete and submit to Exostar annual updated and Representation Materials. The initial term EAG SAM for Life Sciences R-IDP Security Questionnaire shall be attached to the order form and is incorporated herein by reference.
- b. A Security validation will be conducted by Exostar. Exostar will nominate the Subscriber to the appropriate governing council(s). Approval by the Sponsor and/or Relying Party(s) and a passing or conditional passing score on the R-IDP Security Questionnaire is a condition precedent to access to Exostar's production environment. Scoring requirements are provided in the R-IDP Security Questionnaire.
- c. Subscriber shall submit a new Security Questionnaire that achieves a passing score or attest to the answers on an existing questionnaire with a passing score annually as a condition precedent to a renewal term of the Service Agreement. By renewing the Service Agreement subscriber attests that the controls are the same or better than that of the initial term Security Validation.
- d. Subscriber agrees to undergo an additional Security Validation when additional Relying Party(s) is added to Subscriber's Service.
- e. A Security Validation shall be conducted (i) upon reasonable notice, (ii) during normal business hours, (iii) in a manner that does not unduly interfere with Subscriber's business, and (iv) at the location(s) where Subscriber's Representation Materials and infrastructure are normally maintained, unless the Parties agree in writing to another location.
- f. Subscriber shall notify Exostar within 24 hours of any breach of Subscriber's information systems. Notifications shall be provided to the Subscriber's main point of contact at Exostar and emailed to: CIRT@exostar.com. Subscriber shall also notify any Sponsor and Relying Party of EAG service within 24 hours.
- g. Any material breach of Subscriber's information systems shall be considered a default for which Exostar, in its sole discretion, may immediately suspend or revoke access and the Service.

9. Miscellaneous

- a. In addition to those provisions referred to under the title "Entire Agreement; Survival" in the General Terms and Conditions – Life Sciences, the provisions contained in this Service Agreement relating to ownership, payment, indemnity, and use restrictions survive termination or expiration of this Service Agreement.

IN WITNESS WHEREOF, each Party has duly executed this Service Agreement as of the Effective Date.

Effective Date:

Exostar LLC

By: _____

Name: _____

Title: _____

Subscriber: _____

By: _____

Name: _____

Title: _____