

**Service Agreement
For Certification Assistant**

This Service Agreement for Certification Assistant (“*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) “*Assertions*” means self-assertions made by the Subscriber users on behalf of Subscriber.
- (2) “*Contract Value*” means the monetary value assigned to this agreement for the term, as agreed by the Parties.
- (3) “*Effective Date*” means the later date of either the date set forth above the signature lines below or the purchase date of Certification Assistant via Exostar web store.
- (4) “*General Terms and Conditions*” means the document containing the general terms and conditions for use of the Exostar Exchange. The General Terms and Conditions are binding on the Subscriber as part of this Service Agreement and are incorporated herein by reference.
- (5) “*Managed Access Gateway Service*”, for purposes of this Service Agreement, means the services offered by Exostar allowing Subscriber and Customer to interact, including, if permission is granted by the other party, remote use of the other party’s electronic and IT systems. The Managed Access Gateway Service will be the access point to this service for Subscriber and other subscribers.
- (6) “*Service*”, “*Certification Assistant*”, for purposes of this Service Agreement, means the service offered by Exostar assists Subscriber to complete the Assertions and collect the certain artifacts that verifies the Assertions and share them with Subscriber’s internal and external authorized personnel. The Managed Access Gateway Service will be the access point to this service for Subscriber and the way Subscriber will interact with other internal and external personnel to share the Assertions.
- (7) “*Subscriber User*” means a Subscriber’s internal or external user invited by a Subscriber to complete Assertions, which are implemented as a set of electronic data items in the Certification Assistant.
- (8) “*Use Policies*” means the acceptable use policies and other use policies adopted by Exostar from time to time and communicated to Subscribers governing the use of the Service, including the Use Policy Regarding Digital Certificates. Such policies may be communicated by email, by posting on the Exostar website (www.Exostar.com), or within the Service.

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

<u>Term</u>	<u>Section</u>
<i>Digital Certificate</i>	9
<i>Exostar</i>	Preamble
<i>Party</i>	Preamble
<i>Service Agreement</i>	Preamble

Subscriber.....Preamble
Use Policy Regarding Digital Certificates..... 9

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

2. Acceptance of the Agreement

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

3. Use.

a. How May Subscriber Use the Certification Assistant

- i. Subscriber and Subscriber User are required to have the Managed Access Gateway and Exostar 2 factor authentication credential in order to access the Certification Assistant.
- ii. Subscriber may subscribe to the Certification Assistant by purchasing it through Exostar web store or subscribing to the Certification Assistant through the Managed Access Gateway Service portal if the Service is offered free of charge.
- iii. Subscriber may use the system to invite Subscriber Users already users of the Managed Access Gateway Service to make the Assertions.
- iv. Subscriber Users may update, review and share the artifacts required for Assertions.
- v. Subscriber agrees to comply with the Use Policies posted from time to time on the Exostar Exchange relating to the Certification Assistant.

b. Limitations on Use

- i. All use of the Certification Assistant is subject to Exostar's Use Policies. Without limiting any of the Use Policies, Subscriber agrees to the following: (1) Subscriber is solely responsible for the content of all visual, written or audible communications using Subscriber's account, (2) Subscriber will not use the Certification Assistant to send unsolicited mass mailings outside Subscriber's company or organization, and (3) Subscriber will not to use the Certification Assistant to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Exostar is not responsible for any such communications, Exostar or its application vendor(s) may delete any such communications of which they become aware, at any time without notice and without incurring any liability.
- ii. Subscriber may not resell, distribute, make any commercial use of, or use to operate a web-site or otherwise generate income from the Certification Assistant.

- c. Subscriber May Not Violate Export Control Laws. In addition to agreements contained elsewhere in this Service Agreement and in the General Terms and Conditions, Subscriber agrees not to use the Certification Assistant to transfer 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.

4. Indemnity. Without limiting any other indemnification obligation Subscriber may have, Subscriber agrees to indemnify, defend, and hold Exostar, the application vendor(s) and their licensors (including affiliates, officers, directors, employees, and agents) harmless from and against any loss, injury, demand, cost, expense, or claim of any kind or character, including but not limited to attorneys' fees, arising out of or related to any use or misuse of the Certification Assistant by Subscriber or Subscriber Users.

5. Fees

- a. Subscriber shall pay Exostar for the Services in the amounts and in the manner set forth in a related web store. Subscriber agrees to pay all amounts due, if any, within 30 days of the invoice date if Subscriber is not able to pay for the Services in the amounts and in the manner set forth in a related web store. Subscriber agrees that Exostar may impose a service charge on any amounts due and not received by Exostar by the due date. This service charge will be equal to 1½% per month of the overdue amount, or the maximum charge permitted by law, whichever is less.
- b. 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 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.
- c. 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. Unless otherwise set forth in a web store, the term of this Service Agreement is for a period of twelve (12) months commencing on the Effective Date (the "Term"). Subscriber's subscription, and Subscriber's membership, will automatically expire unless Subscriber renews the Service for succeeding twelve (12) month periods.

7. Termination Of Services

- a. In addition to other termination rights in the General Terms and Conditions, after the Term of this Service Agreement, either party may terminate the Service upon thirty (30) day prior written notice to the other Party; provided however, no refunds or credits will be provided against fees paid and any remaining balance against the fees due hereunder will be due not later than thirty (30) days after termination.
- b. If the Services are terminated for any reason: (1) Exostar has the right to immediately discontinue Subscriber's access to the Services and to remove any Subscriber Informational Content, if any, from the Exostar Exchange, (2) Exostar has the right to immediately discontinue Subscriber's access to the Exostar Exchange if Subscriber have not subscribed to any other service on the Exostar Exchange, (3) Subscriber agrees to promptly discontinue using the Services, and to discontinue using any Confidential Information that Exostar have given to Subscriber relating to the Services, (4) 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.

- 8. **Equitable Remedies.** Subscriber agrees that because of the unique nature of Certification Assistant, and the proprietary rights of Exostar therein, breach of this Service Agreement by Subscriber would irreparably harm Exostar, and monetary damages would be inadequate compensation. Subscriber further agrees that Exostar shall be entitled to preliminary and permanent injunctive relief to enforce the provisions of this Service Agreement.
- 9. **Additional Terms Relating To Digital Certificates.** Exostar may use or accept digital certificates (each, a "*Digital Certificate*") in connection with authentication of users of the Certification Assistant. All of Subscriber's use of Digital Certificates in connection with Certification Assistant and the Exostar Exchange shall be subject to and in accordance with this Service Agreement. In particular, Subscriber agrees to the terms and conditions of the Additional Terms Relating to Digital Certificates and Exostar's Use Policy Regarding Digital Certificates (both of which are posted on the Exostar Exchange) ("*Use Policy Regarding Digital Certificates*"), as both may be amended by Exostar from time to time. The Use Policy Regarding Digital Certificates is incorporated into this Agreement.
- 10. **Survival.** In addition to those provisions referred to under the title "Entire Agreement; Survival" in the General Terms and Conditions, the provisions contained in this Service Agreement relating to ownership, payment, confidentiality, indemnity, equitable remedies, use restrictions, and third party beneficiary status of application vendor(s) survive termination or expiration of this Service Agreement.

11. Miscellaneous

- a. The General Terms and Conditions are incorporated herein by reference.

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

Signature Date: _____

Exostar LLC

Subscriber: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____