

## INFORMATION SECURITY REQUIREMENTS SCHEDULE

This Information Security Requirements Schedule ("**Information Security Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Information Security Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Counterparty shall handle, treat, store, access (or limit access), and otherwise protect Company Confidential Information, including without limitation, any Personal Information, in accordance with the terms of this Information Security Schedule and the applicable laws and regulations governing the handling of related information in any jurisdiction of a competent authority.

### 1. INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS

1.1 Counterparty shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on the current version of one or more of the following industry standard information security frameworks (each an "**Information Security Industry Standard**"):

- (i) International Organization for Standardization ("**ISO**") / International Electrotechnical Commission ("**IEC**") ISO/IEC 27001 (Information Security, Cybersecurity and Privacy Protection — Information Security Management Systems- Requirements), supported by controls consistent with ISO/IEC 27002 (Information Security, Cybersecurity and Privacy Protection — Information Security Controls); or
- (ii) American Institute of Certified Public Accountants ("**AICPA**") Trust Services Criteria; or
- (iii) Information Security Forum ("ISF") Standards of Good Practice ("**SoGP**") for Information Security; or
- (iv) National Institute of Standards and Technology ("**NIST**") Special Publication 800-53 - Security and Privacy Controls for Information Systems and Organizations; or
- (v) Information Systems Audit and Control Association ("**ISACA**") Control Objectives for Information and related Technology ("**COBIT**"); or
- (vi) CyberFundamentals Framework, as published by the Centre for Cybersecurity Belgium ("**CCB**")

For a Counterparty incorporated or conducting its main activity in the European Union ("**EU**"), an information security program shall be implemented in accordance with (i) applicable EU cybersecurity laws and regulations, including Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cybersecurity across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 ("**NIS 2**"), and any transposition requirements of the country where Counterparty is incorporated or conducts its main activity; and (ii) applicable guidance related to information security and cybersecurity issued by the European Union Agency for Cybersecurity ("**ENISA**").

## **2. ACCESS TO ELECTRONIC INFORMATION SYSTEMS OR COMPANY'S CONFIDENTIAL INFORMATION**

2.1 In the event Counterparty or its Representatives (as such term is defined below) have access to Company's Electronic Information Systems, including any Operational Technology, manufacturing systems, or network infrastructure ("**EIS**"), or have access to or process Company's Confidential Information that is collected, transferred, or stored by Company, Counterparty shall at all times implement Security as such term is defined herein. For purposes of this Information Security Schedule, the term "**Security**" means Counterparty's technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity or availability of information and data) satisfactory to Company to protect EIS and Company's Confidential Information. For purposes of this Information Security Schedule, the term "**Representatives**" shall have the same meaning as such term in the Agreement, or if there is no such defined term for "Representatives" in the Agreement, shall mean Counterparty's Affiliates and both Counterparty's and its Affiliates' respective directors, officers, employees, agents and any other persons or entities who contribute to the performance of Counterparty's obligations under the Agreement, including Counterparty's obligations under this Information Security Schedule. Counterparty's Representatives shall include any and all Subcontractors and such Subcontractors' directors, officers, employees and agents, as well as any and all third-party suppliers, sub-servicers, and hosting providers.

2.2 Counterparty shall not utilize or employ Company's Confidential Information in any generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning, unless Company provides its express consent in writing. Notwithstanding the foregoing, Counterparty may use or employ Company Confidential Information within an internal, secure, access-restricted, non-public instance of an AI Tool that is dedicated solely to the Counterparty to the extent necessary for the purpose of performing Counterparty's obligations under the Agreement, subject to Counterparty's compliance with the confidentiality, security, and non-use terms and conditions of the Agreement, and provided that Company Confidential Information is not used to train, fine-tune, improve, or otherwise enhance any AI Tool.

2.3 Counterparty and its Representatives shall not directly or indirectly connect any non-Company device, equipment, system, software, remote access tool, communication module, or embedded connectivity component to EIS unless a designated Company security authority provides their express consent in writing.

## **3. SECURITY**

3.1 Counterparty agrees that, commencing upon the date Counterparty is retained by Company to perform its obligations under the Agreement, and continuing as long as Counterparty controls, possesses, stores, transmits or processes Company's Confidential Information, Counterparty shall employ, maintain and enforce reasonable and appropriate Security designed to protect all Company Confidential Information from unauthorized use, alteration, access or disclosure, and unlawful destruction, and to protect the confidentiality, integrity and availability of such Company Confidential Information. Such Security shall include, but not be limited to, the following:

(i) To the extent Counterparty does not already employ one, Counterparty shall develop and maintain a reasonable and appropriate written data security policy that requires implementation of technological, physical, administrative and procedural controls to protect the confidentiality, integrity and availability of Company's Confidential Information that encompasses access, usage, retention, transport and destruction, and that provides for remediation and disciplinary action in the event of its violation;

(ii) Counterparty shall implement reasonable restrictions regarding physical and electronic

access by Counterparty Representatives, including Counterparty employees and Subcontractors, who need access to Company's Confidential Information and EIS in order to perform Counterparty's obligations under the Agreement, including but not limited to physical access controls, secure user authentication protocols, secure access control methods (including privileged access), network security and intrusion prevention protection, malware protection, controls for patch management and updates, and use of industry standard encryption where appropriate or required by Applicable Laws (or such similar term in the Agreement);

(iii) Counterparty shall implement, in policy and via technological mechanisms, access controls for all handling of and access to Company Confidential Information and EIS based upon the principle of least access where each person or system handling the information is granted the minimum access to perform necessary functions and the default setting for access is no access. Without limiting the foregoing, Counterparty shall limit access to Company's Confidential Information and to EIS only to Counterparty's Representatives, including Subcontractors, who have a need for such access in order to perform Counterparty's obligations under the Agreement, which shall include without limitation (a) permitted access methods; (b) an authorization process for users' access and privileges; and (c) maintenance of a list of authorized users. Personnel who have Administrative Access to systems shall be restricted by additional privileged access controls that require rigorous oversight and restrictions, including, at a minimum, multi-factor authentication. "**Administrative Access**" shall be defined by policy and in implementation to include usage which permits the manipulation of the controls of the system, including management of other access controls;

(iv) Counterparty shall prevent terminated employees from accessing Company's Confidential Information by promptly without delay terminating their physical and electronic access to such information;

(v) Counterparty shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;

(vi) Counterparty shall conduct an assessment of these safeguards at least annually;

(vii) Counterparty shall implement controls (a) for preserving any Company's Confidential Information and data and any information transmitted through EIS in accordance with Company's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Company to Counterparty, independent of where the information is stored and (b) at Company's sole discretion and pursuant to Company's written direction, either destroying Company's Confidential Information (such that the information is rendered unusable and unreadable) or returning Company's Confidential Information to Company in a format requested by Company and at Counterparty's expense, when it is no longer needed for Counterparty to perform its obligations under the Agreement. Within 30 days' following termination of the Agreement (or any Order), Counterparty shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;

(viii) Counterparty shall maintain all desktop and mobile applications, provided to Company, to be compatible with the latest operating system (OS) versions and patch levels;

(ix) Counterparty shall implement an annual comprehensive organization-wide cybersecurity education and awareness training, including but not limited to a phishing education and testing program;

(x) Counterparty shall implement (or have a plan to implement) DMARC (Domain-based Message Authentication, Reporting & Conformance), for its sending email domain;

(xi) Counterparty shall implement Multi-Factor Authentication (MFA) for all email, file storage systems, applications, platforms, tools, and any other environments used to access, transmit, process, or store Company Confidential Information, including any remotely accessible or externally accessed systems or environments where Company's Confidential Information is stored; and

(xii) Counterparty shall only transmit Company Confidential Information through email if it is protected by SMTPS (Simple Mail Transfer Protocol Secure) or other encryption as described in Section 5 below to protect against interception in transit.

3.2 Counterparty shall have an independent auditor registered with the Public Company Accounting Oversight Board complete an annual assessment of Counterparty's Security in accordance with Service Organization Control ("SOC") 2, Type II, and shall promptly, upon Company's written request, provide Company with the SOC 2, Type II audit report as defined by the Auditing Standards Board of the American Institute of Certified Public Accountants from such independent auditor. Company shall maintain such assessment(s) and report(s) as confidential in accordance with Company's confidentiality obligations under the Agreement.

3.3 Without limiting any rights and remedies hereunder, Company shall have the right to audit and monitor Counterparty's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Counterparty, during the Term of the Agreement (and except as otherwise stated in this Information Security Schedule), Company (or any vendor selected by Company) may undertake an assessment and audit of Counterparty's Security and Counterparty's compliance with this Information Security Schedule and all Applicable Laws as relevant to Counterparty's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Counterparty's access to Company's Confidential Information or to EIS at any time for any reason. In addition to its other obligations hereunder, upon Company's request, Counterparty shall immediately return to Company any hardware and software provided to Counterparty by or on behalf of Company.

3.4 Counterparty shall ensure that its Representatives with access to Company's EIS or with access to or which process Company's Confidential Information are bound by an effective written agreement with Counterparty containing data protection obligations, information security measures, access management controls, and incident response procedures (collectively, "**Security Measures**") equivalent to the requirements and Counterparty's obligations contained in this Information Security Schedule. Upon Company's request, Counterparty shall provide Company with a copy of any such agreement, together with such other relevant information as reasonably requested by Company. Counterparty shall remain responsible for its Representatives' compliance with the terms of this Information Security Schedule. Counterparty shall routinely but in no event less than annually monitor and conduct regular audits of its Representatives to verify their compliance with such terms and to assess the effectiveness of their Security Measures and adherence to relevant industry standards. Counterparty shall notify Company in writing of any material audit findings or risk impacting Counterparty's Representatives' compliance with the terms and conditions of this Information Security Schedule. Any breach of the terms and conditions of this Information Security Schedule by any Counterparty Representatives shall be deemed a direct breach by Counterparty of this Information Security Schedule.

3.5 Without limiting Counterparty's obligations elsewhere in this Information Security Schedule, Counterparty shall cooperate with Company (i) in any efforts by Company to comply with all current and effective requirements of applicable cybersecurity laws, including but not limited to NIS 2, and (ii) Company's requests for information reasonably necessary to support Company's response to any inquiries, requests, consultations, investigations, audits, demands, subpoenas, or supervisory measures of any court of competent jurisdiction or governmental authority relating to applicable cybersecurity laws and regulations.

#### **4. INFORMATION SECURITY INCIDENT MANAGEMENT**

4.1 Counterparty shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Counterparty shall develop and implement documented Incident response planning and notification to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "**Incident**" shall mean any actual or reasonably suspected: (i) unauthorized use, including but not limited to any alteration, disclosure, monitoring, viewing, copying, removal, or theft of or access to Company's Confidential Information managed

or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; (ii) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; or (iii) loss of Company's Confidential Information controlled by or in the possession of Counterparty or one or more of its Representatives, or (iv) if applicable, unauthorized access of Company Confidential Information or the Counterparty's systems used in performance of Counterparty's obligations under the Agreement, including without limitation, any of the foregoing described in (i) – (iv) caused by or resulting from a failure, lack, or inadequacy of security measures of Counterparty or one or more of its Representatives. Notwithstanding anything herein to the contrary, Incidents do not include potential perimeter network reconnaissance and scanning by threat sources, such as pings or port scans. Without limiting Company's rights or remedies hereunder or as otherwise provided in the Agreement, and in addition to Counterparty's indemnification obligations contained therein, (i) Company shall have the right to terminate the Agreement, in whole or in part, immediately upon written notice to Counterparty in the event of any Incident and (ii) Counterparty shall reimburse Company for all damages, losses, fines, penalties, and reasonable internal and external costs and expenses incurred by Company in connection with an Incident, including without limitation such costs and expenses incurred in investigating, remediating, and otherwise responding to any Incident; for notifications and credit or identity monitoring, call center and other related services to individuals or other third parties affected by such Incident; and for reporting to any governmental or regulatory authorities and addressing any follow-up requests or investigations by such authorities.

4.2 Without limiting Counterparty's obligations regarding Company's Confidential Information, with respect to each Incident, Counterparty shall:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis of the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Counterparty shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;

(ii) take all necessary actions to prevent, contain, and mitigate the impact;

(iii) without limiting any other notification obligations under the Agreement, provide notice to Company promptly by electronic mail at [csoc@amgen.com](mailto:csoc@amgen.com) ("**Incident Notice**"), but in no event later than twenty-four (24) hours (or earlier if required by applicable law or regulation), after Counterparty or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information: (a) description of the Incident, including information related to what (if any) Company Confidential Information or applications, was the subject of or affected by the Incident; (b) actions taken by the Counterparty to remediate the Incident and any countermeasures implemented by Counterparty to prevent future Incidents; (c) the name and contact information of the Counterparty's staff member that can act as a liaison between Company and Counterparty; and (d) any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident;

(iv) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;

(v) at Company's request, or as required by Applicable Laws and/or relevant industry standards, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;

(vi) provide Company with (a) weekly written status reports concerning mitigation and remediation activities and (b) any documents and information reasonably requested by and relevant to Company;

(vii) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and

reporting concerning Incidents and Counterparty's compliance with Applicable Laws and/or relevant industry standards; and

(viii) reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

## **5. ENCRYPTION**

5.1 Counterparty shall encrypt all Company Confidential Information at rest or in transit between Counterparty and Company, between Counterparty systems and repositories used in Counterparty's performance of its obligations under the Agreement, and between Counterparty and all third parties (including Counterparty's Representatives). Encryption must utilize, encryption consistent with NIST Special Publication 800-175b or superseding guidance and such other encryption standards as the US Secretary of Health and Human Services formally publish, from time to time, as being adequate to render data unusable, unreadable, or indecipherable.