

Service Agreement For Managed Access Gateway Service

This Service Agreement for Managed Access Gateway 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 Exchange. The General Terms and Conditions are binding on the Subscriber as part of this Service Agreement and are incorporated herein by reference.
 - (4) “*Service*” or “*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.
- b. Each of the following terms is defined in the Section opposite such term:

| <u>Term</u> | <u>Section</u> |
|--------------------------------|----------------|
| <i>Party</i> | Preamble |
| <i>Service Agreement</i> | Preamble |
| <i>Subscriber</i> | Preamble |

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

2. Acceptance of the Agreement

Subscriber, through its authorized representative hereby agrees to be legally bound by this Service Agreement and General Terms and Conditions. Exostar reserves the right to update terms annually upon posting at least thirty (30) days before the effective date. 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 interact with Customers, including two-way remote use of another party’s electronic and IT systems. 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.

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.** 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.
6. **Length Of Agreement.** The initial term of this Service Agreement is for a period of twelve (12) months commencing on the Effective Date. Unless sooner terminated, 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.

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: (1) Exostar has the right to immediately discontinue Subscriber's access to the Services and to remove Subscriber's Content, if any, from the Exostar Exchange, (2) Exostar has the right to immediately discontinue Subscriber's access to the Exostar Exchange if Subscriber has 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 has 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. Miscellaneous

- a. The General Terms and Conditions are incorporated herein by reference.
- b. The Exostar One Time Password (OTP) Policy is incorporated herein by reference.
- c. Subscriber may elect to enroll and participate in other Services available as part of the Exostar Platform service offerings. Those services shall be governed by their respective Service Agreement and other related terms and conditions that will be accepted at the point of service.
- d. Subscriber is eligible for, and is automatically enrolled in, membership to the Exostar Platform at the Essential tier as part of services under this Agreement. Details of the Platform Service tiers may be found on our website: <https://www.myexostar.com/knowledge-base/exostar-platform-subscription-terms-and-conditions/> To opt out customers may email customersuccess@exostar.com with their Exostar ID and the subject "Opt Out". To upgrade to another tier, customers may email customersuccess@exostar.com with their Exostar ID and the subject line "Upgrade"
- e. 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, 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

Subscriber: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

Exostar Platform Fees

The fee for twelve (12) months use of the Services is as follows (collectively, the “*Annual Exostar Platform Subscription Fee*”) (effective January 1, 2025):

| | Essential |
|--|-------------------------|
| Annual Subscription Fee | \$0 |
| PO Transaction Service Fee¹ | 0.09% |
| Transaction Fee Cap² | \$20,000 |
| Free PO Limit³ | \$150,000 |
| Max Allowable Transactions⁴ | 100 |
| CMMC Ready Suite Product Discount⁵ | X |
| Supply Chain Integration⁶ | X |
| Multi Factor Authentication (MFA) Voucher⁷ | X |
| Exostar PolicyPro Subscription⁸ | X |
| Customer Support⁹ | Standard Support |

¹The PO Value Transaction Fee is calculated as a percentage of your total purchase order transaction volume across all buyer relationships.

²Transaction service fees will be capped at \$20,000 per MPID

³The Free PO Limit is the first \$150,000 of eligible PO lines as described above will not be charged as long as the member is in the Community tier with 100 or fewer transactions. [Once the value of the Purchase Order exceeds \\$150,000 account becomes eligible for service fees on their entire spend, including the initial \\$150,000.](#) There is no free allowance at higher tiers.

⁴ Applies to Exostar Supply Chain platform solutions and includes Purchase Orders, Purchase Order Changes, Blanket Purchase Orders, Blanket PO Changes, Blanket Releases, Schedule Agreements, EDC Notifications, Advance Ship Notices, Goods Receipts, Invoices, Forecasts, Planning Schedules, Long Term Forecasts, Long Term Plan Schedules, Inventory Status, Pull Requests, VMI Inventory Status, Shipment to Hub, and Hub Receipts. Responses from your company to Purchase Orders, Schedules, RFQ, RFI, RFP or participation in reverse auction ARE NOT included in your transaction assessment.

⁵ CMMC Ready Suite includes products offered for purchase separately for the purpose of data collection and secure collaboration, including but not limited to Exostar Certification Assistant, Exostar PolicyPro, and Exostar Managed Microsoft 365. These services must be purchased separately and are not included with any Exostar Platform purchase unless otherwise explicitly indicated in a Sales Order.

⁶ Add definition/description from SCP SA once available.

⁷ The Multi Factor Authentication MFA Voucher may be used for MFA fees, taxes, and/or shipping up to the amount specified. The voucher is valid for the period of the subscription term and cannot be extended or redeemed for cash.

⁸ Exostar PolicyPro means the cloud software which simplifies the process of building and maintaining compliant policies that meet National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 requirements and protect Controlled Unclassified Information (CUI) from compromise. Exostar PolicyPro provides a secure environment for organizations to create, document, and maintain their cybersecurity policies, even as regulatory standards evolve.

⁹Customer Support Levels vary by Tier. Service Level Agreements may be found at <https://www.myexostar.com/knowledge-base/exostar-platform-subscription-terms-and-conditions/>

- a. Subscriber's level of Annual Platform Subscription Fee will be calculated by Exostar from Subscriber's historical (twelve-month) transaction volume and transaction service fee. In the first year of a billable service level (prior to a twelve-month history being established) Subscriber's Annual SCP Subscription Fee will be calculated by Exostar at the time of invoice generation and extrapolated to a forecasted twelve-month transaction count and Transaction service fee. These variables will be used to determine the minimum Exostar Platform Subscription Tier. The first-year subscription will be billed in arrears, and will be payable at the conclusion of the Subscriber's first twelve-month service period. All future years must be paid in advance. The levels of service are referred to in the table above.
- b. Not less than sixty (60) days prior to the end of Subscriber's initial twelve (12) month service period under this Service Agreement, Subscriber will be notified of the pricing for the subsequent twelve (12) month service period. Unless sooner terminated, this Service Agreement 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.
- c. For Subscriber's first twelve-month service period, Subscriber's Annual Platform Subscription Fee is due prior to the start of their next subscription term. Subscriber's Exostar Platform Subscription Fee is due and payable in advance of the subscription term). Such fee may be paid online using a credit card, by wire, or by mail using a company check. The Exostar Platform Subscription Fee shall be in effect for twelve (12) months from the Effective Date of this Service Agreement. Non-payment of Subscriber's Exostar Platform Subscription Fee, or any amounts owed as a result of any adjustment of Subscriber's Exostar Platform Subscription Fee, may result in the suspension of Subscriber's access to the Exostar Platform including and may result in the imposition of a service fee (of an amount not to exceed \$50) for reinstatement.