

MASTER SERVICES AGREEMENT FOR THE EXOSTAR PLATFORM

PARTIES	Exostar LLC ("Exostar")	[Legal Name] ("Subscriber")
Company type	a Delaware limited liability company	
Address	2325 Dulles Corner Boulevard Suite 600 Herndon, VA 20171	
email	contracts@exostar.com	
phone	703-561-0500	
contact	Contracts Department	
Effective Date		

Subscriber and Exostar shall be collectively referred to hereinafter as the "*Parties*" and singularly as a "*Party*").

The Parties desire to enter into this Master Services Agreement (this "Agreement" or the "MSA") to establish the common set of terms and conditions under which Subscriber may utilize, and Exostar will provide, the Exostar Platform and the Services pursuant to a software order form, quote, or statement of work (an "Order Document") signed by the Subscriber and Exostar. Any Subscriber may use Services upon execution, deemed or otherwise, by a Contract Administrator of one or more of the Services described in one or more of the Product-Specific Terms linked herein. "Subscriber" shall include the entity identified above, and its Affiliates and Subsidiaries.

In the case of a direct conflict between any Exostar-issued order form, quote or statement of work executed by the parties and this MSA or any other document, the terms of such order form, quote or statement of work shall prevail over this MSA. No customer-issued purchase order or other contract document terms shall prevail over any Exostar-issued terms.

1. BUSINESS UNITS, SUBSIDIARIES AND AFFILIATES.

In consideration of Exostar agreeing to act as supplier of the Services pursuant to this Agreement and in accordance with an Order Document, Subscriber agrees to identify Exostar to its Business Units, Subsidiaries and Affiliates so that they may participate in these arrangements by acting as Subscribers to the Services. Subscriber and/or its Business Units, Subsidiaries and Affiliates are expected to be the Subscribers under the Service Agreements.

2. PRICE AND PAYMENT TERMS.

- a. Prices for Services and payment schedules are set forth in the Order Document. If Subscriber issues purchase orders pursuant to this Agreement during the term, any such purchase order shall reflect the products, quantities and prices and for the periods set forth within any Order Form.
- b. The fees for your use of any of the Services may be paid by Subscriber or another Subscriber may pay the fees on Subscriber's behalf.
- c. All amounts under this Agreement will be (i) will be specified and paid in U.S. Dollars and (ii) will be due and payable within thirty (30) days of receipt of invoice (except for amounts that are in good faith dispute).
- d. 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.
- e. US federal, state and local sales taxes, where applicable, will be invoiced as a separate line item and Subscriber will remit such taxes to Exostar in those cases where Subscriber does not have a valid exemption certificate. Subscriber and its Affiliates (as applicable) will be solely responsible for accruing and timely paying (directly to the appropriate taxing authority if other than United States federal, state or local taxes) in full all sales, use, value added, excise, import, privilege, or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the purchase of the Services (other than those on Exostar's net income, franchise and doing business taxes for which Exostar shall be solely responsible) as required by law.
- f. Exostar agrees to provide supporting documentation concerning any disputed amount or invoice to Subscriber within thirty (30) days after Subscriber provides written notice of the dispute to Exostar.
- g. Payment shall be deemed to have been made as of the date of receipt of Subscriber's payment or electronic funds transfer.

3. COMMITMENTS AND ORDERS.

- a. Contractual obligations for Services are made by Order Form or by complete signature of a statement of Work issued under this Agreement.
- b. Any purchase orders in whatever form issued from Subscriber to Exostar during the Term shall reference this Agreement and, notwithstanding the foregoing, shall be construed exclusively in accordance with the terms and conditions of this Agreement, even if the purchase order fails to reference this Agreement or contains inconsistent terms.
- c. The Parties agree that the validity of the electronic purchase order and the electronic signature shall not be contested on the basis that there is no executed hard copy or that the purchase order was sent electronically containing an electronic signature.
- d. No trial use or testing of the Services, incremental or final payment, or passage of title constitutes acceptance or prejudices Subscriber's right to reject or revoke acceptance of all or any portion of the Services.

4. TERM.

- a. The initial term of this Agreement shall commence on the Effective Date of the first Order Document and shall continue in full force and effect for a period of twelve (12) months. Unless earlier terminated in accordance with the terms hereof or by the mutual consent of the Parties, this Agreement shall automatically renew for succeeding twelve (12) month periods.
- b. The Product-Specific Terms shall be incorporated into this Agreement and any Order Document automatically and without further formalities as of the date of such Order Document.
- c. This Agreement shall survive the completion of Order Documents issued hereunder and the termination of any Individual Order Document shall not operate as a termination of this Agreement.

5. PUBLICITY.

Neither Party shall use the name of the other Party in any news release, public announcement, advertisement, or other form of publicity without securing the prior written consent of the other, except as provided in Section 8 c. hereof. Neither Party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other, except to the Party's auditors or attorneys or under subpoena duly issued by a court of competent jurisdiction.

6. GENERAL TERMS AND CONDITIONS; ACCESS LICENSE.

- a. Subscriber acknowledges that Subscriber's authorization to access the Exostar Platform and the Services is a privilege, not a right, and is subject to the terms and conditions of this Agreement.
- b. During each Subscription Period and subject to the terms and conditions of this Agreement, Exostar grants to Subscriber the non-exclusive, non-transferable license to access and use the Exostar Platform and the Services in the manner authorized by Exostar, up to and within the scope of the subscription package for which Subscriber has executed a Service Agreement and paid the applicable fees (the "**License**"). The Exostar Platform only may be used for lawful purposes and in a lawful manner.
- c. **ACCOUNT ACCESS.** Exostar will provide Subscriber with an organization identification code ("**Org ID**"), user identifications ("**User IDs**") and passwords or other secured means of access to the Services. Subscriber's organization will have only one Org ID, but Subscriber may request additional User IDs and passwords for Authorized Users. Subscriber agrees to the terms of Exostar's Account and Password Policy in section 23 hereof.

7. EXOSTAR IS ONLY A VENUE.

- a. Although sometimes referred to as a "trading Platform", the Exostar Platform is only a venue for suppliers to sell goods and services, for buyers to purchase goods and services, for collaboration between Subscriber and Subscriber's customers, and for other interactions between Subscribers and between Subscribers and Customers. Neither Exostar nor any of Exostar's suppliers and service providers ("**Third Party Suppliers**") is a participant in any transaction between Subscriber and any Customer. Subscriber agrees that Exostar may use Third Party Suppliers to provide all or a portion of the Services to be provided by Exostar hereunder.
- b. Subscriber shall have sole responsibility for (1) evaluating and determining the Customers with which Subscriber may transact business and otherwise interact, (2) determining which Customers are authorized to do business with Subscriber, and (3) the terms, risks and results of Subscribers interactions with any Customer or any third party.
- c. Subscriber understands that, as a venue, neither Exostar nor any of its Third Party Suppliers control or make any

representations or warranties about any offerings or transactions of its subscribers. Nothing in these General Terms and Conditions is intended to affect the agreements between Subscriber and Customer. THERE ARE RISKS OF DEALING ACROSS STATE OR NATIONAL BORDERS AND WITH PERSONS ACTING UNDER FALSE PRETENSES. EXOSTAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS THE RESULT OF SUBSCRIBER'S DEALINGS WITH ANY THIRD PARTY UNLESS AND TO THE EXTENT SUCH LOSS OR DAMAGE INCURRED IS DUE TO EXOSTAR'S GROSS NEGLIGENCE IN PROVIDING THE SERVICES. Should Subscriber have a problem with any purchase, sale, order, or other transaction facilitated using the Exostar Platform, Subscriber should direct comments/questions to Customer.

- d. Notwithstanding any other provision of this Agreement, Exostar reserves the right to investigate, to involve and cooperate with law enforcement authorities regarding any fraudulent or other illegal or unauthorized activities involving the Exostar Platform and to disclose any information reasonably necessary for such purpose.

8. SUBSCRIBER'S OWNERSHIP RIGHTS.

- a. Ownership of Subscriber Informational Content. Exostar does not claim ownership of the Subscriber Informational Content. However, by providing, posting, uploading, submitting, inputting or otherwise transmitting Subscriber Informational Content to the Exostar Platform, Subscriber grants to Exostar and its necessary sublicensees a revocable, non-exclusive license to use the Subscriber Informational Content as reasonably necessary to provide the Exostar Platform and the Services to Subscriber (including the rights to use, reproduce, store, distribute, display, and transmit the Subscriber Informational Content for such purpose, and to reformat and re-organize the Subscriber Informational Content as reasonably necessary to meet Exostar's technical requirements for the Exostar Platform). Subscriber shall retain all of its right, title and interest, including all copyrights and other intellectual property rights, in and to the Subscriber Informational Content.
- b. Ownership of Subscriber Technology. Exostar also does not claim ownership of the Subscriber Technology; Subscriber shall retain all of its right, title and interest, including all copyrights and other intellectual property rights, in and to the Subscriber Technology.
- c. Subscriber Trademarks. Subscriber further retains all of its right, title and interest in and to Subscriber Marks. Subscriber grants to Exostar the right to use the Subscriber Marks in accordance with the "Policy on Using Trademarks" in section 24 hereof. With Subscriber's consent, notwithstanding the foregoing, Subscriber may authorize Exostar and its affiliates and subsidiaries to use Subscriber's name and/or logo in marketing and press releases in accordance with marketing communications standards, if any, provided by Subscriber from time to time to Exostar or its affiliates and subsidiaries.

9. EXOSTAR'S OWNERSHIP RIGHTS.

The Exostar Materials are the sole and exclusive property of Exostar and its licensors and service providers, including all copyrights and other intellectual property rights in and to the Exostar Materials. Nothing shall be deemed to vest in, or grant or transfer to, Subscriber any ownership rights in or to any Exostar Materials. Exostar retains all right, title and interest in and to the Exostar Marks and use of the Exostar Marks shall be subject to the "Policy on Using Trademarks" in section 24 hereof. All rights not expressly granted are reserved.

10. CONFIDENTIALITY.

- a. Obligation. Each Party acknowledges that the other Party treats its Confidential Information as its valuable proprietary property, and Subscriber and Exostar each agree to keep confidential the other Party's Confidential Information in a manner consistent with maintaining the other Party's (and its licensors') rights thereto, using at all times at least commercially reasonable efforts. Each Party agrees not to disclose or otherwise make available the other Party's Confidential Information to any third party without obtaining the other Party's prior written consent. Subscriber and Exostar both agree to use the Confidential Information of the other only for the purpose of performing this Agreement and as authorized expressly by this Agreement. In the event of termination of this Agreement, and Subscriber's subscription and membership in the Exostar Platform, both Parties agree to promptly discontinue use of any Confidential Information of the other, except as may be required by law or necessary to provide any applicable transition services to Subscriber.
- b. Compliance with Law or Government Order. Notwithstanding the foregoing, either Party may use Confidential Information of the other Party if necessary to comply with any applicable law or regulation, including export control laws or regulations. In addition, either Party may disclose the other Party's Confidential Information to the extent required by an order of a court or other governmental entity, so long as the Party subject to such a requirement notifies the other Party as promptly as practicable so that the other Party may defend against disclosure.

11. WARRANTIES AND DISCLAIMER.

- a. Power and Authority. Each Party warrants and represents to the other Party that such Party has full power and authority to enter into this Agreement and to grant the rights granted in this Agreement; to the best of such Party's knowledge,

such Party has secured all necessary licenses, consents and authorizations required to fulfill its obligations under this Agreement.

- b. No Infringement. Subscriber warrants and represents that, to the best of Subscriber's knowledge, no Subscriber Informational Content or other materials provided by or on behalf of Subscriber infringe upon the patent rights, copyrights or trade secrets of any third party. Exostar warrants and represents that, to the best of Exostar's knowledge, Exostar's contributions to the Exostar Platform do not infringe upon the U.S. patent rights, copyrights or trade secrets of any third party; *provided, however*, Exostar's warranty does not extend to any software, information, transactions, content, or other materials originating with any third party, or to any activities of any third party using the Exostar Platform or any of the Services, or to the co-mingling of Exostar materials with any such materials.
- c. Compliance with Laws and Regulations. Each Party warrants and represents to the other Party that, to the best of its knowledge, it has complied and will continue to comply with all export control, economic sanctions, government contracting and other laws, rules and regulations of the United States and other countries to the extent such laws, rules and regulations are applicable to it or to its respective affiliates; *provided, however*, (i) in the case of Exostar, the foregoing warranty and representation only applies to Exostar and its actions, (ii) in the case of Subscriber, the foregoing warranty and representation only applies to Subscriber and its actions, and (iii) Exostar makes no warranty or statement about any third party. Each Party further warrants and represents that it will not knowingly export, import, transfer or use any of the other Party's Confidential Information or any other information or materials obtained by such Party while using the Exostar Platform in violation of export control, government contracting or other laws, rules and regulations of the United States or other countries, to the extent applicable to such Party or such Party's affiliates. Subscriber agrees to its respective additional warranties and representations set forth in the Export and Regulatory Policy in section 25 hereof.
- d. User ID's and Access Control. Exostar warrants and represents that the User ID(s) provided to Subscriber for access to the Services are unique to Subscriber and Exostar will maintain the confidentiality of any User IDs and password(s) given to Subscriber to access the Exostar Platform consistent with Exostar's normal business practices.
- e. Disclaimer. THE EXPRESS WRITTEN WARRANTIES MADE BY EXOSTAR ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS. EXCEPT FOR EXOSTAR'S EXPRESS WRITTEN WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXOSTAR EXPRESSLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS, AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES: (1) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (2) THAT THE EXOSTAR PLATFORM (IN WHOLE OR IN PART) OR ANY PRODUCTS, SERVICES, OR INFORMATIONAL CONTENT OF EXOSTAR OR ITS SUPPLIERS OR LICENSORS, OR ANY ACCESS OR USE THEREOF, WILL BE UNINTERRUPTED, ERROR FREE, USEFUL, FUNCTIONAL, OR COMPLETELY SECURE, OR THAT PROBLEMS WILL BE CORRECTED.

12. LIABILITY LIMITS.

- a. Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT ALLOWABLE AT LAW, NEITHER EXOSTAR (OR ANY OF ITS THIRD PARTY SUPPLIERS) NOR SUBSCRIBER SHALL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOOD WILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED OR CHARACTERIZED), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Maximum Liability. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SUBSCRIBER TO EXOSTAR, OR THE AGGREGATE LIABILITY OF EXOSTAR AND EXOSTAR'S THIRD PARTY SUPPLIERS TO SUBSCRIBER, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EXOSTAR PLATFORM (INCLUDING ALL SERVICES) EXCEED DIRECT DAMAGES UP TO THE **GREATER** OF: (i) US\$50,000 (FIFTY THOUSAND DOLLARS), OR (ii) THE TOTAL AMOUNT THAT SUBSCRIBER HAS PAID TO EXOSTAR UNDER THIS AGREEMENT (OR HAS BEEN PAID ON SUBSCRIBER'S BEHALF) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENTS UNDERLYING THE LIABILITY AROSE UP TO A MAXIMUM OF US\$500,000 (FIVE HUNDRED THOUSAND DOLLARS).
- c. Exclusions and Application. The preceding exclusions and limitations of liability shall not apply to damages or liabilities arising out of or related to: (1) payment of amounts due to Exostar, (2) indemnification obligations hereunder, or (3) obligations under or breach of the Export Control and Regulatory Policy in section 25 hereof.

13. INDEMNIFICATION BY EXOSTAR.

- a. Indemnification. Exostar agrees to indemnify, defend and hold harmless Subscriber and Subscriber's directors, officers, employees, agents, consultants, distributors and sublicensees from and against all Actions, and Exostar shall pay all Liabilities, to the extent arising out of or related to a claim that software incorporated in the Exostar Platform infringes upon the U.S. patents or copyrights of a third party. Furthermore, Exostar agrees to pass through to Subscriber, to the extent possible, any corresponding indemnity received by us, if any, from a Third Party Supplier.

- b. Claims. If such a claim is made or appears likely to be made, Subscriber agrees to permit Exostar to enable Subscriber to continue to use the affected materials, or to have them modified to make them non-infringing, or to have them replaced with a substantially functional equivalent. If Exostar determines that none of these options is reasonably available or feasible, then Exostar may terminate this Agreement in whole or with respect to the affected Service or materials, and Subscriber may be entitled to a credit equal to the price paid for use of the affected materials. THIS SECTION 11 STATES EXOSTAR'S ENTIRE OBLIGATION AND LIABILITY REGARDING INFRINGEMENT OR CLAIMS OF INFRINGEMENT. Exostar shall have no obligation or liability for any Subscriber Matters.

14. INDEMNIFICATION BY SUBSCRIBER.

Subscriber agrees to indemnify, defend and hold harmless Exostar and its directors, officers, employees, agents, consultants, distributors, sublicensees and Third Party Suppliers (in their capacities as such) from and against Actions, and Subscriber shall pay all Liabilities, to the extent arising out of or related to: (1) Subscriber's breach or alleged breach of a representation, warranty or covenant in this Agreement; (2) any interaction between Subscriber and any third party (exclusive of interactions with Third Party Suppliers required for use of the Exostar Platform); (3) any violations or alleged violations by Subscriber of U.S. customs or import laws, or U.S. Export Control Laws or the applicable customs, import, or export control laws and regulations of any other country; or (4) Subscriber's failure to comply with any applicable laws and regulations or to obtain any licenses or approvals necessary to purchase or sell any goods or services using the Exostar Platform or to otherwise participate in the Exostar Platform. Subscriber shall have no indemnification obligation hereunder to the extent of claims, actions, liabilities, losses, expenses, damages and costs incurred to due to Subscriber's compliance with specific instructions or requirements of Exostar.

15. OTHER INDEMNIFICATIONS.

Unless otherwise agreed in writing on a case-by-case basis, neither Exostar nor Subscriber is authorized to make any representations or warranties on behalf of the other Party with respect to the other Party's products or services. Exostar and Subscriber each agree to indemnify, defend and hold harmless the other Party, and the other Party's directors, officers, employees, agents, consultants, distributors and sublicensees from and against Actions, and the indemnifying Party shall pay all Liabilities, to the extent arising out of or related to any unauthorized warranties or representations by Exostar or Subscriber (as the case may be) made to such third person regarding the other Party's products or services.

16. INDEMNIFICATION PROCEDURE.

The Party seeking indemnification under this Agreement must take all reasonable steps to mitigate any potential expenses and damages, and must promptly provide the Party obligated to provide indemnification under this Agreement with: (1) written notice of any third-party claim or action, or the possibility of a third-party claim or action (but the failure to provide such notice promptly will not relieve the Party obligated to provide indemnification of its obligations, unless the indemnifying Party is materially prejudiced by such failure); (2) sole control and authority over the defense or settlement of such claim or action (although the Party seeking indemnification may retain its own counsel, at its own expense, to participate in such claim or action); and (3) proper and full information and assistance to settle and/or defend any such claim or action. Neither Party shall settle any claim in a manner that does not result in the unconditional release of the indemnified Party without the indemnified Party's written consent, which shall not be withheld unreasonably. An indemnifying Party shall not be liable for any settlement entered into without its written consent.

17. TERMINATION, MODIFICATION, SUSPENSION OR DISCONTINUANCE.

- a. Service Affecting Events. Notwithstanding anything to the contrary in this Agreement, Exostar reserves the right to terminate, modify, suspend, or discontinue the Exostar Platform and any or all of the Services, and any access to or use thereof, immediately upon the occurrence of any Service Affecting Event. Exostar agrees to use reasonable efforts under the circumstances to notify Subscriber as soon as reasonably practical of its taking of such steps and in those circumstances in which it is reasonably practicable to seek termination under the provisions of the related Service Agreement to do so.
- b. Termination and Suspension of the Agreement. Exostar may terminate or suspend Subscriber and Subscriber's access to and use of the affected Service upon ten (10) days prior written notice if Subscriber materially breaches this Agreement and does not cure such breach within ten (10) days following notice specifying the breach. Notwithstanding the foregoing, the Service Agreements may contain additional rights with respect to particular Services, which shall apply with respect to those Services.
- c. Termination or Suspension of Subscriber. At the option of Exostar, an uncured Subscriber breach under Subsection 15.b may also result in termination of all Services and access to the Exostar Platform. Exostar agrees to use reasonable efforts to discuss any such termination with Subscriber prior to exercising its rights under this Subsection c.
- d. Result of Termination. Once any Service is terminated for any reason: (1) Exostar has have the right to immediately discontinue Subscriber's access to the Service and to remove Subscriber's Descriptive Information from the Exostar Platform, if applicable; (2) Subscriber agrees promptly to discontinue using the affected Services or the Exostar Platform, as the case may be, and to discontinue using any Confidential Information that Exostar has given to Subscriber relating to the terminated Service or the Exostar Platform (if all Services are terminated); (3) within ten (10)

days of the date that Service is terminated hereunder, each Party agrees to certify to the other Party in writing that all copies, extracts or derivatives of the services and Confidential Information, in whole or in part, in any form, have either been returned to the other Party or destroyed per the Party's specific instructions; and (4) all licenses to Exostar's intellectual property granted hereunder shall terminate.

- e. **Subscriber's Right to Reject.** In the event that the Exostar Platform, or any or all of its Services, is modified, suspended or discontinued and in Subscriber's sole reasonable opinion Subscriber consider the modification, suspension or discontinuance unacceptable, Subscriber may terminate this Agreement (in accordance with the termination provisions hereof) and recover from Exostar that proportion of the fees pre-paid to Exostar in respect of the Services for the balance of the term of this Agreement. Neither Exostar, its affiliates, nor Third Party Suppliers shall be liable to Subscriber or to any third party solely for any modifications, suspensions, or discontinuances under this Section 15.e.

18. TRANSITION ASSISTANCE.

If Subscriber elects to transition to another service provider as a result of termination of Services or termination, suspension or discontinuance of the Exostar Platform, Exostar agrees to make reasonable commercial efforts to assist Subscriber, at Subscriber's sole cost and expense, in the transfer of any of Subscriber's data that may be stored on the Exostar Platform to another service of Subscriber's choosing, or if Subscriber chooses, in the return of such data to Subscriber. To be eligible for such assistance, Subscriber must notify Exostar within fifteen (15) days of a Service termination or the termination, suspension or discontinuance of the Exostar Platform.

19. HOW THIS AGREEMENT CAN BE MODIFIED OR AMENDED.

- a. Subscriber understands Exostar's administrative and operational need to maintain consistency of terms, to the extent reasonably possible, among the Subscribers. As an accommodation to Subscriber to assist Subscriber in administering this Agreement, Exostar shall notify Subscriber's Contract Administrator if Exostar proposes an Amendment. Subject to the terms of this paragraph, Subscriber shall have thirty (30) days after notification to submit to Exostar a written objection to the Amendment, describing in reasonable detail the grounds for Subscriber's objection (the "**Objection**" and the "**Objection Period**"); failure to submit an Objection within the Objection Period shall constitute Subscriber's acceptance of the Amendment. If Subscriber submits an Objection within the applicable Objection Period, then the Amendment shall not apply to the Subscriber unless and until both Parties agree to the terms of the Amendment; *however*, if the Parties are unable to agree on the terms of the Amendment within a reasonable time (not to exceed thirty (30) days unless otherwise mutually agreed), either Party may terminate this Agreement upon written notice to the other Party. The process set forth in this paragraph shall not apply to Amendments that Exostar makes to comply with law or requirements of a legal authority, or to avoid material liability to a third party (as may be determined by Exostar in its sole, reasonable discretion), although Subscriber shall retain the right to terminate this Agreement if Subscriber chooses not to agree to any such Amendments. Failure to agree to an Amendment may result in interruption of service to Subscriber and/or Subscriber's Customers and/or users, as otherwise described in these General Terms and Conditions, but only after Subscriber and Exostar have followed the process described in this subsection 17.a.
- b. If Subscriber is informed of an Amendment by written notice, such notice will be provided in accordance with the provisions of Subsection 19.g hereof.
- c. The Parties agree that unless otherwise specifically agreed to in writing by the Parties (and so stated), the terms and conditions of this Agreement and any Service Agreement prevail over the terms and conditions on any purchase order or other document prepared by Subscriber,

20. DISPUTE RESOLUTION.

The Parties agree that resolution of all claims, controversies or disputes arising out of or relating to this Agreement, or the breach thereof, shall be sought as follows:

- a. The dispute shall be submitted in writing to the Business Unit Executive at each Party and the Business Unit Executives shall attempt to resolve the dispute within thirty (30) days after such submittal.
- b. If the Business Unit Executives are unable to resolve the dispute within thirty (30) days, and any Party wishes to pursue the dispute, that Party shall submit the dispute in writing to the President (or equivalent officer) of each Party for resolution, and the Presidents shall attempt to resolve the dispute within thirty (30) days after such submittal.
- c. If the Presidents are unable to resolve the dispute within thirty (30) days, as provided in a and b above, the dispute, shall be settled by binding arbitration in accordance with the commercial rules (or international rules, if Subscriber is a non-US entity) of the American Arbitration Association then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$10,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with five (5) or more years of experience in computer and technology law and/or the primary area of law as to which the dispute relates. The arbitrator(s) shall have never been employed (either as an employee or as an independent consultant) by either of the Parties, or any parent, subsidiary or affiliate thereof. The Parties shall have the right to take discovery of the other Party by any or all methods provided in the Federal Rules of Civil Procedure. The arbitrator(s) may upon request exclude from being used in the arbitration preceding any evidence not made available to

the other Party pursuant to a proper discovery request. The arbitrator(s) shall apply the law of the State of New York and the arbitration proceeding shall be held in New York City, New York, USA or in such other location as is mutually agreed upon. The cost of the arbitration shall be borne equally by the Parties, unless the arbitrator(s) awards costs and attorneys fees to the prevailing Party. Notwithstanding the choice of law provision in this Agreement, the Federal Arbitration Act, except as modified herein, shall govern the interpretation and enforcement of this provision. All arbitration proceedings shall be conducted in English.

- d. Notwithstanding the foregoing dispute resolution procedures, either Party may apply to any court having jurisdiction to (i) enforce the agreement to arbitrate, (ii) seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved, or to otherwise prevent irreparable harm, (iii) avoid the expiration of any applicable limitation period, (iv) preserve a superior position with respect to creditors, or (v) challenge or vacate any final decision or award of the arbitration panel that does not comport with the express provisions of this Agreement.

21. MISCELLANEOUS PROVISIONS.

- a. **Governing Law.** This Agreement will be interpreted and governed by the laws of the State of New York without regard to the conflict of laws rules thereof. The Parties irrevocably consent to the personal jurisdiction of the U.S. District Court for the Southern District of New York and to any state court located in such district of the State of New York and waive any objections to the venue of such courts. Application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. Subscriber agrees to comply with all local, state, federal, national and international laws, statutes, ordinances, and regulations that apply to Subscriber's use of the Exostar Platform
 - b. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement and that the provisions of this Agreement have been negotiated by the Parties and reflect an allocation of risk between the Parties that is a basis of their bargain.
 - c. The following documents in their entirety are attached to and form part of this Agreement:
 - o Data Protection and Privacy Provisions https://www.myexostar.com/?ht_kb=exostar-terms-and-conditions
 - o Product-Specific Terms including Service Level Agreements and Third-Party Vendor Terms https://www.myexostar.com/?ht_kb=exostar-terms-and-conditions
 - o Master Service Level Agreement <https://www.myexostar.com/wp-content/uploads/2022/10/Exostar-Master-SLA.pdf>
 - d. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until all of the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.
1. **Independent Contractors.** The relationship between Subscriber and Exostar established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to constitute the Parties as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking.
 2. **No Waiver; Section Headings.** No waiver of any breach or default or any failure to exercise any right hereunder shall be construed as a waiver of any subsequent breach or default or relinquishment of any future right to exercise such right. The headings in this Agreement are for convenience only and cannot be used in interpreting this Agreement.
 3. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. To the extent consistent with applicable law, the Parties agree to renegotiate any term held invalid and to be bound by the mutually agreed substitute provision.
 4. **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, failure of equipment, failure of telecommunications lines, lack of Internet access, sabotage, espionage (domestic or foreign, industrial, or state-sponsored) and governmental action; *provided* that the delayed Party gives the other Party prompt notice of such cause; and uses its reasonable efforts to correct such failure or delay in its performance. EXOSTAR AND EXOSTAR'S THIRD PARTY SUPPLIERS HAVE NO LIABILITY FOR ANY DELAYS, NON-DELIVERIES, NON-PAYMENTS, MIS-DELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ANY THIRD PARTY ACTS OR THE INTERNET INFRASTRUCTURE OR ANY NETWORK EXTERNAL TO THE EXOSTAR PLATFORM UNLESS AND TO THE EXTENT (BUT SUBJECT TO THE OVERALL LIMITATION OF LIABILITY SET FORTH IN SUBSECTION 10.b) SUCH LIABILITY IS DUE TO EXOSTAR'S GROSS NEGLIGENCE.
 5. **Assignment.** Neither Party may assign or delegate this Agreement or any of its rights or duties under this Agreement, without the prior written consent of the other Party, except to a person or entity which has succeeded to all or substantially all of its business and assets to which this Agreement relates, and which successor has assumed its obligations under this Agreement, and except that Exostar may assign and delegate this Agreement and its rights or duties to any of its affiliates.
 6. **Notices.** All notices, requests or other communications under this Agreement must be in writing. Except as otherwise

provided, Exostar agrees to deliver notices under this Agreement to Subscriber personally at the address specified in Subscriber's registration form, by facsimile transmission to the number specified in Subscriber's registration form, by electronic mail to the electronic mail address specified in Subscriber's registration form, by registered or certified mail to the address specified in Subscriber's registration form, or by overnight courier service to the address specified in Subscriber's registration form. Subscriber agrees to deliver notices under this Agreement to Exostar personally, by registered or certified mail or by overnight courier service to Exostar LLC, 2325 Dulles Corner Blvd, Suite 600, Herndon, VA 20171, Attn: Exostar Contracts/Legal Department, or by electronic mail to Contracts@Exostar.com. All notices will be considered effective on the business day following the day on which they are sent, except that notices sent by registered or certified mail will be considered effective on the third business day following the day on which they are sent, if both Parties are within the United States, and on the fifth business day following the day on which they are sent, if one Party is outside the United States. Each Party may designate another address, facsimile number or electronic mail address for the purpose of giving notice, by giving notice to the other Party at any time.

7. Entire Agreement; Survival. This Agreement, including all of the documents and policies referenced herein (all of which are incorporated herein by reference), constitutes the entire agreement between the Parties, and supersedes and cancels all previous and contemporaneous registrations, agreements, commitments and writings, with respect to the Exostar Platform and any other subject matter addressed in this Agreement. Any item or service that Exostar furnishes in furtherance of this Agreement shall be covered by this Agreement unless specifically covered by some other agreement executed by Subscriber and by Exostar. Except as may be specifically provided herein, no third parties (including any of Subscriber's Customers) are intended to be the beneficiary of any of the provisions contained in this Agreement. The provisions under the following Sections will survive the termination or expiration of this Agreement for any reason: 5 through 15, 18, and 19 and all warranties, disclaimers of warranty and ownership provisions and restrictions on Subscriber's use of the Exostar Platform.
8. EU Data Transfer. The Data Protection and Privacy Provision shall apply to the parties to the extent Subscriber constitutes a "*data exporting organization*" as defined and used within Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995. The terms "*controller*" and "*processor*" (as defined by Directive 95/46/EC of the European Parliament), shall mean the "Subscriber" and "Exostar", respectively, as defined by the relevant Service Agreement, and "*data exporter*" and "*data importer*" shall be designated as "Subscriber" and "Exostar", respectively..
9. Employees. For a period of one (1) year following the termination date of this Agreement each party agrees not to encourage, solicit, or employ any employee of the other party or any person who within the preceding twelve(12) months has been an employee of the other party, except with the express written permission of the non- initiating party; *provided, however*, that neither party shall be prohibited from (i) employing or otherwise working with any such person who contacts such party on his or her own initiative and without direct or indirect solicitation and (ii) conducting general solicitations for employees or independent contractors (which solicitations are not specifically targeted at any of the other party's or its affiliates' or subsidiaries' employees) through the use of media advertisements, professional search firms or otherwise

22. Definitions.

Capitalized terms used herein shall have the meanings set forth below:

- a. "**Action**" means claims, actions, suits and proceedings by unaffiliated third parties, including governmental entities.
- b. "**Additional Riders**" means documents that amend, modify, or supplement the documents entered into by the Parties for the delivery of the Service(s), such as a Statement of Work or project change request to a Statement of Work or a sales quote.
- c. "**Agreement**" means, collectively, this MSA; Additional Riders, if any; and the Privacy Policy.
- d. "**Amendment**" means an amendment or modification of the Agreement.
- e. "**Authorized Users**" means, collectively, employees, agents or representatives of Subscriber, that Subscriber authorizes to use the Exostar Platform or any Service on Subscriber's behalf, for whom Subscriber has purchased a subscription, or for whom Subscriber has arranged for a subscription to be purchased, and the applicable fees for which subscription have been paid or are to be paid. Any acts or omissions of Authorized Users shall be deemed to be those of Subscriber for purposes of this Agreement.
- f. "**Business Unit Executive**" means the manager of a business unit (General Manager) or equivalent at each Party.
- g. "**Confidential Information**" means confidential information and materials concerning Subscriber's or Exostar's business, plans, customers, research, services, markets, technology, products, Subscriber's Informational Content and Exostar's intellectual property, except Confidential Information does not include any of the following information, unless such information includes encrypted software subject to U.S. Export Administration Regulations: (1) information that is already

publicly available or becomes publicly available through no fault of the receiving Party; (2) information that is already in the possession of the receiving Party, and is not already subject to a confidentiality obligation; (3) information that the receiving Party obtained from a third party who was not restricted from disclosing that information; (4) information that was independently developed by the receiving Party without relying on the Confidential Information of the disclosing Party; and (5) Subscriber Informational Content or other materials that are provided to Exostar for posting on the Exostar Platform for general access by substantially all of the other users of the Exostar Platform; *provided, however*, Confidential Information does not include the type of security credential, if any, held or to be held by a Subscriber. Confidential Information may be in electronic, written, oral or any other form, but it must be marked or otherwise identified as confidential or proprietary by the Disclosing Party at or before the time it is disclosed to the Receiving Party.

- h. **"Contract Administrator"** means the person identified to Exostar by Subscriber in writing upon or concurrently with Subscriber's registration or in a writing subsequently delivered to Exostar.
- i. If Subscriber is a supplier, the term **"Customer"** means any entity that uses the Exostar Platform to buy goods or services from Subscriber. If Subscriber is a buyer, the term **"Customer"** means any entity that uses the Exostar Platform to sell goods or services to Subscriber. If Subscriber is using Exostar's online collaboration tool, the term **"Customer"** means a person or organization Subscriber has authorized to access or use the collaboration tool. If Subscriber is using the Exostar Platform to interact with other entities, **"Customer"** means the other entities with whom Subscriber interacts, including other Subscribers and customers. In all cases, the term **"Customer"** may also mean another Subscriber.
- j. **"Descriptive Information"** means the materials and information describing Subscriber's goods and services, including any updates, revisions, and corrections to those materials, information, goods and services. Descriptive Information may include, but is not limited to, materials or information in electronic, written, text, graphic, photographic, audio or video format.
- k. **"Exostar Platform"** means the Exostar operated business-to-business marketplace portal for the electronic supply and/or procurement of goods and services, online collaboration, interactions between Subscribers and between Subscribers and Customers, including identity management, and eSourcing, including under the www.exostar.com domain name and other such domain names as Exostar makes available to Subscribers from time to time. Through the Exostar Platform, Exostar provides Subscribers with access to and use of a variety of resources, products and services of Exostar and its licensors, and future offerings and versions made available by Exostar.
- l. **"Exostar Marks"** means the trademarks, trade names, logos, service marks and other commercial product and service designations of Exostar.
- m. **"Exostar Materials"** means the Exostar Platform, including its informational content (e.g., information, HTML or other code, pages, graphics, software and all other materials associated or within the Exostar Platform and the Services), the compilation of content and the "look and feel" of the Exostar Platform, and all products, services, databases, and any other intellectual property of Exostar or its licensors or service providers, and all parts and derivatives thereof.
- n. **"Liabilities"** means costs, losses, damages, and reasonable attorneys' fees that a court finally awards, and all agreed to settlements.
- o. **"Privacy Policy"** means the privacy policy of the Exostar Platform, as amended from time to time <https://www.exostar.com/privacy-policy>.
- p. **"Service Affecting Event"** means any of the following (i) as a result of repeated violations by Subscriber of this Agreement, (ii) as a result of government regulation or requirement, (iii) to avoid material liability (as may be determined in the sole reasonable discretion of Exostar) to a third party, (iv) Exostar's relationships with its service providers or licensors so require (e.g., due to expiration of an applicable service agreement, etc.), (v) to avoid violations of law or regulation, or (vi) such other reasons or circumstances as may be set forth in applicable Service Agreements.
- q. **"Services"** means the services that Exostar provides its Subscribers on the Exostar Platform, and are described in more detail in each of the applicable Service Agreements. Services do not include any goods or services that Subscriber purchases from or supplies to other users of the Exostar Platform or for which Subscriber have not agreed to a Service Agreement.
- r. **"Subscriber Informational Content"** means informational content or other materials that Subscriber (or its Authorized Users) provides in connection with Subscriber's using the Exostar Platform, or which Subscriber (or its Authorized Users) posts or otherwise transmits to or through the Exostar Platform without regard to whether Subscriber owns or licenses such content.
- s. **"Subscriber Marks"** means the trademarks, trade names, logos, service marks and other commercial product and service designations of Subscriber.
- t. **"Subscriber Matters"** means (i) the use of software other than as Exostar specifies, (ii) the use, co-mingling, or combination of software with non-Exostar materials, software, systems or information, or the modification or customization of software by a party other than Exostar or its authorized representatives, (iii) any Action in which Subscriber or any of its indemnified parties has a pecuniary or other material interest.
- u. **"Subscription Period"** means the subscription period for each Service, as set forth in the applicable Service Agreement.
- v. **"Subscriber Technology"** means independently developed technology that Subscriber creates to interface with the

Exostar Platform, exclusive of any technology or materials provided by Exostar or its Third Party Suppliers, or derivatives thereof.

- w. **"Other Lists"** means the Entities List, the Denied Persons List, the Debarred Parties List, and any other listing by any U.S. or non-U.S. regulatory or governmental authority that restricts trade or business dealings with identified persons or entities to the extent such restriction is consistent with U.S. law.
- x. **"SDN List"** means the alphabetical Listing of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorist Organizations, Specially Designated Narcotics Traffickers, Specially Designated Narcotics Kingpins, proliferators of weapons of mass destruction, or any other entity, organization, or person on this List.
- y. **"U.S. Export Control Laws"** means all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations, the regulations administered by the Office of Foreign Assets Control, and the U.S. Export Administration Regulations.

23. Account and Password Policy.

- a. Subscriber may not allow any party other than an Authorized User to use or access the Exostar Platform or any Service.
- b. Subscriber agrees to keep the Org ID, the User IDs and passwords confidential and secure. If for any reason, an unauthorized person obtains Subscriber's password or User ID, Subscriber must immediately notify Exostar so that Exostar can change the affected password or User ID. Exostar will not be liable for any loss that you may incur as a result of someone else using any Subscriber password or account, either with or without Subscriber's knowledge. Subscriber may not use anyone else's account at any time, without the permission of the account holder.
- c. Subscriber agrees that Subscriber is fully responsible for all of its (and its Authorized Users') activities, transmissions and transactions while using the Exostar Platform and for any accounts that may be established by or for Subscriber or any of its Authorized Users (including for any payments accrued, and for any informational content and other materials that may be accessed, submitted, received or transmitted while using the Exostar Platform, and for all transactions via the Exostar Platform).
- d. Subscriber is and shall be fully responsible for all actions taken under any account established for it; any breach of this Agreement using a Subscriber's account shall be deemed a breach by Subscriber.

24. Policy on Using Trademarks.

- a. Exostar User Directory. Subject to Subscriber supplying information for inclusion, Subscriber agrees to be listed in Exostar's User Directory. Such listing generally will include Subscriber's company name, address, phone number and such other details as Exostar includes in the User Directory generally and as are supplied by Subscriber. The failure of a Subscriber to supply the necessary information will result in the Subscriber not being listed in any such directory or in Subscriber being listed with incorrect/incomplete information. Supplier shall supply only current and accurate information for the User Directory. If the User Directory includes trademarks of the Subscriber, Exostar shall have the right to use the Subscriber Marks for such purpose.
- b. Subscriber's Trademark Usage Guidelines. Exostar understands that any use of Subscriber Marks must conform with Subscriber's trademark guidelines that Subscriber provides in writing to Exostar. Exostar further understands that it must immediately discontinue the use and display of Subscriber Marks upon written notice from Subscriber that Exostar is not using Subscriber Marks in a manner that is consistent with Subscriber's guidelines, unless Exostar takes the steps necessary to conform to Subscriber's guidelines. All uses by Exostar of Subscriber Marks and the goodwill associated therewith shall inure to Subscriber's benefit.
- c. Use of Exostar Marks. Subject to the terms and conditions of this Agreement, Exostar grants Subscriber a nonexclusive, revocable, non-transferable worldwide license during the term of this Agreement to use and reproduce Exostar's trademark "Exostar" and the Exostar logo and to provide a hyperlink to the Exostar Platform website on Subscriber's websites (should Subscriber choose to do so), only in accordance with the trademark guidelines that Exostar specifies to Subscriber, if any. All of Subscriber's use of Exostar Marks and the goodwill associated therewith shall inure to the benefit of Exostar.

25. Export Control, Import, Customs, and Regulatory Policy.

- a. Subscriber's Independent Obligations. Subscriber acknowledges that Subscriber has an independent obligation under applicable law to comply with the customs, import, export control and economic sanctions requirements of any applicable jurisdiction, including the customs and import laws of the United States, and U.S. Export Control Laws, and to conduct each sale in accordance with all applicable laws (including export, import, and customs laws and regulations). Subscriber agrees not to export or import any controlled item, data, technology or services, to any foreign person (including those foreign persons employed by, associated with, or under contract with Subscriber or Subscriber's lower tier suppliers)

without the authority of an applicable license or an applicable license exception. Subscriber agrees that nothing in this Agreement affects, modifies or changes Subscriber's ultimate responsibility for customs, import, export control and economic sanctions compliance, and Subscriber specifically acknowledge that Exostar is not responsible for discharging Subscriber's obligations in this regard.

- b. Subscriber's Responsibility. Subscriber acknowledges and agrees that Subscriber remains responsible for obtaining any license or authorization required to permit the lawful import or export by Subscriber of any controlled item, technical data, technology or software that is made available through Subscriber's use of the Exostar Platform. The preceding sentence is not intended to impose import or export control licensing requirements on Subscriber in circumstances in which another party or entity is the real party in interest for import/export control purposes.
- c. Assurance. Subscriber agrees that to the extent Subscriber engages in transactions with Subscriber's Customers using Exostar Services, Subscriber will undertake reasonable steps to ensure that such Customers are not listed on the SDN List or Other Lists and are not prohibited from engaging in such transactions under U.S. law, including U.S. Export Control Laws or the applicable customs, import, or export control law of any other country that has jurisdiction over a transaction and which do not conflict with U.S. law.
- d. Notice. Subscriber agrees to immediately notify Exostar and be terminated from the Exostar Platform if Subscriber becomes listed in any denied parties list or if Subscriber's import or export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.
- e. Additional Warranties Regarding Regulatory Requirements Applicable to Subscriber. Subscriber warrants and represents that neither Subscriber nor any of Subscriber's subsidiaries or affiliated companies, officers, directors or controlling shareholders (a) is located in, is a resident of, or is acting directly or indirectly for the government of, any country or territory which is the subject of a trade embargo administered by Office of Foreign Assets Control ("OFAC")¹, (b) is named on the SDN List or Other Lists, or (c) is located in, or is acting directly or indirectly for the government of, any country or territory which is identified as an embargoed country by the Office of Defense Trade Controls, or is otherwise prohibited from defense trade under the International Traffic in Arms Regulations. The countries, territories and organizations that are subject to U.S. economic sanctions are set forth in 31 C.F.R. Chapter V, and are also posted on the OFAC web site at <http://www.treas.gov/offices/enforcement/ofac/>. The economic sanctions administered by OFAC, unlike export controls administered by the U.S. Departments of State and Commerce, extend beyond trade restrictions and include broad restrictions on transactions and property "blocking" requirements. They also prohibit U.S. persons from "facilitating" activities of foreign persons vis-à-vis sanctioned countries, organizations, persons or entities. Such economic sanctions are separate and distinct from trade embargoes implemented or administered by the U.S. Department of State, Office of Defense Trade Controls under the Arms Export Control Act. Any reference to "economic sanctions" administered by OFAC is not intended to include embargoes administered by the State Department.
- f. Additional Subscriber Termination Rights. Subscriber will immediately notify Exostar and the appropriate governmental agency and agree to be subject to termination from the Exostar Platform in the event that Subscriber, Subscriber's subsidiaries or affiliated companies, or any of Subscriber's officers, directors, or controlling shareholders: (a) becomes located in, becomes a resident of, or begins acting directly or indirectly for the government of, any country or territory which is the subject of any regulation administered by OFAC, or (b) is named on the SDN List or Other Lists.
- g. Subscriber Informational Content. Subscriber Informational Content, unless licensed for import or export to the intended Exostar Platform user(s) or excepted from licensing, does not and will not contain any technical data controlled by U.S. import or customs laws, or U.S. Export Control Laws. Only if any such controlled Subscriber Informational Content is licensed or otherwise authorized for export to the intended Exostar Platform user(s) may it be posted on the Exostar Platform.
- h. International Rider. In the event: (i) any court of competent jurisdiction, other than a court of the State of New York, is entitled to exercise jurisdiction over the interpretation or enforcement of this Agreement, or (ii) the law of any other jurisdiction ("**Local Law**") is held applicable to the interpretation or enforcement of this Agreement, then both Parties intend and agree that to the maximum extent permitted by Local Law, the Parties intend that this Agreement shall be enforced in accordance with its terms, including without limitation, in accordance with the Governing Law provision.
- i. Certain jurisdictions may prohibit, or may not enforce, an exclusion by a party from, or limitation by a party of, liability arising from the willful misconduct of such party, and to the extent this Agreement is subject to Local Law which prohibits such exclusions or limitations, any provision in this Agreement which excludes or limits liability in respect of willful misconduct shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude any reference or application to willful misconduct;
- j. Certain jurisdictions may prohibit, or may not enforce, an exclusion by a party from, or limitation by a party of, liability arising from the gross negligence of such party, and to the extent this Agreement is subject to Local Law which prohibits such exclusions or limitations, any provision in this Agreement which excludes or limits liability in respect of gross negligence shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude any reference or application to gross negligence;
- k. Certain jurisdictions may prohibit, or may not enforce, an exclusion by a party from, or limitation by a party of, liability relating to certain types of damages (such as personal injury or death), and to the extent this Agreement is subject to Local Law which

prohibits such exclusions or limitations, any provision in this Agreement which excludes or limits liability in respect of such damages shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude any reference or application to such damages;

- l. Certain jurisdictions may prohibit, or may not enforce, the disclaimer or exclusion of claims which a party may have against a third party ("**Third Party Exclusion**"), and to the extent any provision in this Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude reference or application to any such Third Party Exclusion. In such event, both Parties agree to enter into Agreements with any third party licensors and service providers to provide such licensors and service providers with comparable protection as would have been provided by the applicable provisions of this Agreement prior to any amendment of such provisions;
- m. Certain jurisdictions may prohibit, or may not enforce, the disclaimer or exclusion of certain types of damages or liability (collectively, an "**Unlawful Exclusion**"), and to the extent any provision in this Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude reference or application to any such Unlawful Exclusion;
- n. Certain jurisdictions may prohibit, or may not enforce, a limitation on a party's aggregate liability in respect of certain types of liability ("**Unlawful Limitation**"), and to the extent any provision in this Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude reference or application to any such Unlawful Limitation;
- o. Certain jurisdictions may prohibit, or may not enforce, a disclaimer or exclusion of certain warranties or conditions which may arise from Local Law or otherwise ("**Unlawful Disclaimer**"), and to the extent any provision in this Agreement would be held unenforceable under Local Law, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude reference or application to any such Unlawful Disclaimer;
- p. Certain jurisdictions may prohibit, or may not enforce, an obligation by one party to indemnify another party for certain types of actions, failures, violations or other conduct of the indemnified party ("**Unlawful Indemnification**"), and to the extent any provision in this Agreement would be held unenforceable under Local Law which prohibits such indemnification, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to exclude reference or application to any such Unlawful Indemnification;
- q. Certain jurisdiction may prohibit, or may not enforce, a limitation of remedies to any exclusive remedy that may be specified in this Agreement and in such case, any such exclusive remedy specified in this Agreement shall be deemed inapplicable but the applicable party's liability shall nevertheless be subject to all other exclusions and limitations contained in this Agreement;
- r. Certain jurisdictions may impose an obligation on a party to comply with certain Local Law and to the extent any provision in this Agreement would be held unenforceable under Local Law for attempting to exclude the obligation to comply with such Local Law, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of this Agreement, to remove the exclusion of the obligation to comply with such Local Law, except to the extent U.S. laws or regulations require otherwise; and
- s. If any provision of this Agreement is held to be contrary to Local Law, such provision shall be changed so as to conform to Local Law, except to the extent inconsistent with U.S. laws or regulations. Any amendment required to be made by the foregoing shall be made in a manner so as to best accomplish the objectives of the original provision to the fullest extent allowed by Local Law; the remaining provisions of this Agreement shall remain in full force and effect.

26. Policy on Submitting Copyright Infringement Claims.

Exostar reserves the right to terminate or suspend any user's access to the Exostar Platform or any of the Services for violations of the Agreement, including use of the Services in a manner that infringes the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act, it is Exostar's policy to terminate a Subscriber's access, in appropriate circumstances, if the Subscriber repeatedly infringes the copyrights of others. These policies do not affect any other rights Exostar may have under law or contract. Capitalized terms not otherwise defined in this document shall have the meanings set forth in the General Terms and Conditions. UNDER FEDERAL LAW, IF A SUBSCRIBER KNOWINGLY MISREPRESENTS THAT ONLINE MATERIAL IS INFRINGING ON A COPYRIGHT, SUBSCRIBER WILL BE SUBJECT TO CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES THAT ANY COPYRIGHT OWNER, COPYRIGHT OWNER'S LICENSEE, OR EXOSTAR MAY INCUR AS A RESULT OF RELIANCE UPON SUCH MISREPRESENTATION. SUBSCRIBER MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

If you believe that material has been stored on the Exostar Platform or any Service at the direction of a user in a manner that *you*, as either the copyright owner or the copyright owner's agent, have not authorized, please notify Exostar at:

EXOSTAR LLC

2325 Dulles Corner Blvd. Suite 600
Herndon, VA 20171
Attn: EXOSTAR
Contracts/Legal Department
Phone: 703-561-0500
E-mail: CONTRACTS@EXOSTAR.COM

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Exostar to locate the material;
- (4) Information reasonably sufficient to permit Exostar to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf to the owner of an exclusive right that is allegedly infringed.

Do not send any inquiries unrelated to copyright infringement (e.g., requests for technical assistance or customer service, reports of e-mail abuse, etc.) to the contact above. You will *NOT* receive a response if such inquiries are sent to that contact.

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

EXOSTAR LLC

[SUBSCRIBER] LEGAL NAME

Signature:

Signature:

Name: Richard Addi

Name:

Title: President and CEO

Title:

Date:

Date: