

## Service Agreement for Exostar Managed Microsoft 365, effective July 2024

**THIS SERVICE AGREEMENT FOR Exostar Managed Microsoft 365 Service** (this “*Service Agreement*”), dated as \_\_\_\_\_ (the “*Effective Date*”), is made by and between **Exostar LLC**, a Delaware limited liability company (“*Exostar*”), and the undersigned (“*Subscriber*”). Exostar and Subscriber are sometimes referred to in this Service Agreement individually as a “*Party*” and collectively as the “*Parties*”.

The Parties, intending to be legally bound, agree as follows:

### 1. Definitions

Unless the context otherwise requires or as otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

- a. “*Assertions*” means self-assertions made by the Supplier User on behalf of their company or entity.
- b. “*Connection*” means the integrated electronic gateway through which transactions or messages are sent. Typically, this refers to an electronic link between the Subscriber and one Customer using the same data structure. Additional Customers or data structures constitute additional Connections. Different division/programs/locations of the same company may be considered as separate Connections if the data structure, data type, transport protocol, URL, business process or support requirements are unique.
- c. “*Content*” means information supplied to Customers via the Service.
- d. “*Contract Value*” means the monetary value assigned to this agreement for the term, as agreed by the Parties.
- e. “*General Terms and Conditions*” means Addendum A to this Master Services Agreement, 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 Platform Service Agreement and are incorporated herein by reference.
- f. “*Relying Party*” means a service, site, or entity that depends on an identity provider to identify and authenticate a user who is requesting access to a digital resource.
- g. “*Representation Materials*” means documents, records and other materials supporting the representations and warranties made by Subscriber to Exostar regarding the security protections, physical and electronic, deployed or used by Subscriber for its IT infrastructure and account, credential and security management practices.
- h. “*Exostar Managed Microsoft 365*” service refers to providing the customer with a Microsoft 365 tenant in GCC High environment that is integrated with the Exostar Platform, via an Exostar Microsoft application. This service enables its customers to ‘search’ and ‘invite’ Subscribers who are currently members of the Exostar Platform to access the new customer’s Exostar Managed Microsoft 365 tenant setup. In addition, Exostar Managed Access for Microsoft 365 enables compliance with enterprise policies by providing customers with the ability to create ‘Microsoft Teams workspaces’ using the Exostar Microsoft Application. The Exostar Managed Access for Microsoft 365 services are detailed in the Exostar Master Service Level Agreement, which includes technical support that permits subscribers and customers to call Exostar staff to address any electronic access issues. Service subscription is governed by standard Microsoft 365 user terms as well as Exostar terms of service. Microsoft 365 user terms may be reviewed at Annex 1.
- i. “*Exostar Managed Microsoft 365 Add-on Services*” for the purposes of this Service Agreement means the variety of services available to supplement the Exostar Managed Microsoft 365 services, including, but not limited to, Compliant File Drop, and additional storage capacity. Add-on services maybe be purchased as part of an initial bundled service offering, or separately via a stand-alone Sales Order, Quote, or other means,

- j. *“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.
- k. *“Microsoft 365 Standard”* refers to the Microsoft 365 Government set of productivity, security, and mobility cloud software capabilities tailored for US government agencies and contractors sponsored to hold controlled, unclassified information, where the customer has appropriate enterprise licenses with Microsoft.
- l. *“Storage Calculation True-up”* for the purposes of this Service Agreement, means the storage consumed by the Subscriber in the use of the Services. Storage volume varies by license type. In the event of storage overage by Subscriber, storage shall be calculated at the end of the license term and invoiced at the price point in effect at the time of renewal.

## 2. Permitted Uses.

### How May Subscriber Use the Service

- a) Subscriber may use the Service only to collaborate with other authorized users and Sponsored Users on the Exostar Platform.
- b) Subscriber agrees to comply with the Use Policies posted from time to time on the Exostar Platform relating to the Service.
- c) License Grant. To the extent Exostar provides software to Subscriber in connection with the Service, Exostar grants Subscriber a nonexclusive, nontransferable license to use the software supplied (“Software”) and end user documentation related thereto (collectively, the “Licensed Products”) solely for the purpose of Subscriber’s internal business use in connection with using the Service, and the Software shall be licensed only in object code form. The license granted to Subscriber does not include the right to grant sublicenses.
- d) Limitations on Use
  - i. Subscriber may not lend, rent, or lease the Licensed Products to any third party or use the Licensed Products for service bureau, time-sharing or other similar purposes. Subscriber agrees not to, and not to permit others to, modify, decompile, disassemble, reverse engineer, copy, or otherwise reproduce any portion of the Licensed Products.
  - ii. Subscriber agrees not to remove or alter any proprietary notices or markings displayed in or on the Licensed Products. Subscriber may only use the Licensed Products in their intended manner, for their intended purposes.
  - iii. All use of the Service is also subject to Exostar’s Use Policies. Without limiting any term of the Use Policies, Subscriber agrees to the following: (1) Subscriber is solely responsible for the content of all visual, written or audible communications using Subscriber’s account, (2) Subscriber will not use the Service to send unsolicited mass mailings outside Subscriber’s company or organization, and (3) Subscriber will not use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Exostar is not responsible for any such communications, Exostar or its application vendor(s) may delete any such communications of which they become aware, at any time without notice and without incurring any liability.
  - iv. Other than using the Service for conferences or meetings in which Subscriber is an active participant, and as permitted under the terms and conditions of this agreement (or other agreements between Subscriber and the application vendor(s)), Subscriber may not resell, distribute, make any commercial use of, or use to operate a web-site or otherwise generate income from the Service.
  - v. Ownership. Certain components of the Licensed Products and all proprietary rights therein are owned by the application vendor(s) and/or its licensors, and Exostar has obtained from the application vendor(s) the right to license such components to Subscriber on the terms and conditions contained in this agreement. The application vendor(s) and/or its licensors

expressly retain all ownership rights relating to the Licensed Products not expressly granted to Subscriber in this agreement. All other rights not expressly granted to Subscriber in this agreement are reserved as well.

- e) Subscriber May Not Violate Export Control Laws. In addition to agreements contained elsewhere in this Service Agreement and the General Terms and Conditions, Subscriber agrees not to use the Service to transfer technical data, technology, or software controlled by any U.S. Export Control Laws unless the export of such technical data, technology or software has been properly licensed, authorized by applicable government authorities, or is otherwise allowed.

### **3. Limitations on Use**

- a. Subscriber hereby agrees to be legally bound by this Service Agreement and General Terms and Conditions. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS SERVICE AGREEMENT, SUBSCRIBER MAY NOT ACCESS THE SERVICE.
- b. All use of the Service is also subject to Exostar's Use Policies. Without limiting any term of the Use Policies, Subscriber agrees to the following: (1) Subscriber is solely responsible for the content of all visual, written or audible communications using Subscriber's account.
- c. Subscriber will not use the Service to send unsolicited mass mailings outside Subscriber's company or organization.
- d. Subscriber will not use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Exostar is not responsible for any such communications, Exostar or its application vendor(s) may delete any such communications of which they become aware, at any time without notice and without incurring any liability.
- e. Other than using the Service for conferences or meetings in which Subscriber is an active participant, and as permitted under the terms and conditions of this agreement (or other agreements between Subscriber and the application vendor(s)), Subscriber may not resell, distribute, make any commercial use of, or use to operate a web-site or otherwise generate income from the Service.

### **4. Termination of Services.**

- a. Exostar reserves that right to terminate this Service with immediate effect unless the completed R-IDP Security Questionnaire, if applicable, is received prior to the start of each succeeding twelve (12) month period.
- b. If the Services are terminated for any reason:
  - i. Exostar has the right to immediately discontinue Subscriber's access to the Services and to remove Subscriber's authentication information, if any, from the Exostar Platform,
  - ii. Exostar has the right to immediately discontinue Subscriber's access to the Exostar Platform if Subscriber has not subscribed to any other service on the Exostar Platform,
  - iii. Subscriber agrees to promptly discontinue using the Services, and to discontinue using any Confidential Information that Exostar has given to Subscriber relating to the Services,
- c. Notwithstanding the foregoing, (1) Subscriber will be responsible for payment of fees for Services received prior to any termination, and (2) under no circumstances will refunds will be provided by Exostar as a result of any termination hereunder

### **5. Content**

- a. Subscriber agrees that the Content provided for posting to, or access via, the Exostar Managed Microsoft 365 service 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. Subscriber understands and acknowledges that the Exostar Managed Microsoft 365 service is a platform for providing controlled unclassified information (“CUI”), and this Service Agreement does not provide authorization for non U.S. entities to share or receive CUI. The basis for receiving or sharing CUI may be a U.S. government contract clause, license, license exemption, license exception or other basis. Exostar assumes no responsibility or liability for any CUI shared or received without a legally valid basis. 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.

**6. Fees.**

a. Fees are quoted on a per user basis for a fixed period of time. Subscriber has been given a quote for the fees Subscriber will be charged for the service, or Subscriber will receive such quote shortly, either by letter, email, or other written communication. Such quote is hereby incorporated herein by reference.

b. In certain circumstances, Sponsored Users may arrange for the actual payment of fees due hereunder to be made on their behalf by third parties. Such payments are acceptable to Exostar provided such payments are actually made and such payments shall be considered payments made by the Sponsored User. The making of such third party payments will in no way entitle the third party to utilize the Service hereunder. Notwithstanding the provisions of Section 9.a above, if fees have been paid, or will be paid, on a Sponsored User’s behalf, the Sponsored User will not receive a quote of the fees.

c. Exostar will mail invoices to Subscriber or send invoices to Subscriber electronically; provided, however, if no fees for Services are due and owing, no invoice will be mailed or sent to Subscriber. Subscriber agrees to pay all amounts due, if any, within 30 days of the invoice date. 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.

d. Subscriber agrees to calculate and pay all taxes, duties or charges of any kind (including withholding or value added taxes) that may be imposed by any federal, state, local, national, provincial or other governmental entity for Subscriber’s use of the Services, excluding only those taxes based solely on Exostar’s net income. Subscriber agrees to hold Exostar harmless and indemnify Exostar from all claims and liabilities that arise from Subscriber’s failure to report or pay any such taxes, including duties, tariffs or charges.

e. Subscriber agrees that Subscriber will not, for any reason, subtract or offset any amounts Exostar may owe Subscriber from any fees or charges that Subscriber owes Exostar.

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

**8. Additional Terms Relating To Digital Certificates.** Exostar may use or accept digital certificates (each, a “Digital Certificate”) in connection with authentication of users of the Service. All of Subscriber’s use of Digital Certificates in connection with the Service and the Exostar Exchange shall be subject to and in accordance with this Service Agreement. In particular, Subscriber agrees to the terms and conditions of the Additional Terms Relating to Digital Certificates attached hereto as Schedule A and our Use Policy Regarding Digital Certificates (which is posted on the Exostar Exchange) (“Use Policy Regarding Digital Certificates”), as both may be amended by Exostar from time to time. The Use Policy Regarding Digital Certificates is incorporated into this Agreement.

**9. Additional Representations And Warranties**

a. Each Party represents and warrants to the other Party that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or render it incapable of performing hereunder.

b. Exostar warrants to Subscriber that Exostar shall not intentionally install or trigger a lockup program

or device that in any manner interferes with Subscriber's authorized use of the Software.

c. Exostar warrants that, to Exostar's knowledge, all Software will: (a) correctly read, compute, display and print data involving dates, including single century and multi-century formulas and (b) include the indication of century in all date-related functionality and data fields.

d. Exostar warrants that, to Exostar's knowledge, the Software as delivered to Subscriber does not contain any computer code: (a) designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the Software, or any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (b) that would disable the Software or impair in any way its operation based on the elapsing of a period of time, advancement of a particular date or other numeral (sometimes referred to as "time bombs," "time locks," or "drop dead" devices); or (c) that would permit Exostar or any third party to access the Software to intentionally cause such disablement or impairment (sometimes referred to as "lockups," "traps," "access codes," or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause the Software to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations. Exostar agrees that, in the event any such computer code is found to have been introduced into the Software as delivered to Subscriber, Exostar shall use commercially reasonable efforts to assist Subscriber in removing such code and in mitigating and restoring the effects of any loss of operational efficiency.

e. Subscriber represents that for the term of this Agreement it will be a holder of Microsoft SharePoint Client Access Licenses (CALs) for its enterprise users.

**10. Miscellaneous**

- a) As stated previously, the General Terms and Conditions are incorporated herein by reference.
- b) In addition to those provisions referred to under the title "Entire Agreement; Survival" in the General Terms and Conditions, the provisions contained in this Agreement relating to ownership, payment, indemnity, and use restrictions survive termination or expiration of this Agreement.

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

**EXOSTAR LLC**

**<Subscriber>**

signature

signature

name

name

title

title

date

date

## ANNEX 1

### Applicable Microsoft Terms

Please see the current terms for this product at

<https://www.microsoft.com/licensing/terms/welcome/welcomepage>