



MASTER SERVICE LEVEL AGREEMENT

V 2.0 (form effective 6/15/2022)

1.0 INTRODUCTION

This Master Service Level Agreement (“Master SLA”) contains the service goals generally provided by Exostar and its wholly owned subsidiaries, including Pirean Limited. Additional Service Level Agreement Addenda (“SLAA”) are provided for certain Services (as hereinafter defined). If an SLAA is applicable to a Service, the SLAA provides ‘Service’ specific goals. Together this Master SLA and the Service-specific SLAA contain all of the targeted goals to be provided in connection with a related Service. Terms not defined herein shall have the meaning set forth in the Service Agreement(s) to which Subscriber has agreed and which references this Master SLA and related SLAA.

1.1 EFFECTIVE DATE

This Master SLA is effective as of the date on which Subscriber enters into a Service Agreement which references this Master SLA.

1.2 SCOPE OF MASTER SLA

This Master SLA is intended to be in addition to the terms of the SLAA to which the Services selected by the Subscriber are subject and incorporates by reference each SLAA related to a Service for which Subscriber has executed a Service Agreement. In the event of any ambiguity or conflict between this Master SLA and any SLAA applicable to services to be provided to Subscriber, the SLAA shall control.

1.3 TERM OF MASTER SLA

The term of this Master SLA shall be identical to the term of the Service Agreement(s) referencing this Master SLA.

1.4 SUBSCRIBER GOVERNANCE MODEL

Changes to the Master SLA, and/or an SLAA, may be requested by the Customer Governance bodies such as the Exostar Steering committees and by the Exostar user groups. The executive within Exostar responsible for operations shall have final responsibility within Exostar for Master SLA performance monitoring and authorization of changes by Exostar to the Master SLA.

1.5 AUTHORIZED CONTACTS FOR SUPPORT

If required by an SLAA, the Subscriber will provide Exostar with a written list of Designated Contacts (the “Designated Contacts”) for the related Service. The Designated Contacts will be responsible for managing and administering on-going communication between the Subscriber and Exostar. The number of Designated Contacts per Subscriber will be limited to seven (7) per Service and a completed contact list is required for each Service. The Subscriber acknowledges it has sole responsibility for ensuring accurate information is communicated to Exostar for this contact list and the timely communication of changes to this list.

When preparing any required list of Designated Contacts, Subscriber will be asked for the level of each designated individual. Such levels shall be determined based on the following:

Level	Purpose
1	Designated Contact for Exostar support and e-mail notifications. Individuals or

	Role allowed.
2	Designated Contact to retrieve related product documentation and materials. Individuals only.
3	Authorized to modify Designated Contact List. Individuals only.
4	Authorized for signoff on Master SLA and/or SLAA modifications (please designate). Individuals only.

1.6 DEFINITIONS

Term	Definition
Business Days	Monday – Friday, excluding Exostar Company Holidays. (If a measure of Business Days, it is against days occurring during this period.)
Business Hours	08:00 – 17:00 US Eastern Time during Business Days. (If a measure of Business Hours, it is against hours occurring during this period.)
Change Request	Any Subscriber issue resulting in a request for a modification to Exostar application functionality.
Exostar Company Holidays	<p>Exostar observes the following seven (7) holiday periods:</p> <ul style="list-style-type: none"> • New Year's Day (January 1) • President's Day (third Monday in February) • Memorial Day (last Monday in May) • Independence Day (July 4) • Labor Day (first Monday in September) • Thanksgiving (fourth Thursday in November) and the day after • December holidays (December 25 - 31) <p>Subscribers and Designated Contacts will be provided notification two (2) weeks in advance of changes to this schedule or other dates not listed above. Notification will be provided via website, banner updates or other vehicle, as appropriate.</p>
Initial Response Time	The time required for an Authorized User to receive a response after reporting a problem to Exostar Customer Service.
Major Release	Refers to an Exostar planned product release that significantly impacts service functionality. Such releases will be identified by a renumbering of the release number reflected as whole number releases or "point" releases (e.g., 5.0 reflect Major Releases; 5.1.1 is not a Major Release).
Resolution Plan	This plan may be a target date, a target patch, a target release, the assignment of the issue to an Exostar product team for future consideration, or status on additional troubleshooting activities. All changes or enhancement requests are subject to Exostar's prioritization process.
Service	The Exostar service offering as set forth in the applicable Service Agreement (referenced in the terms and conditions which govern your use of Exostar services). Please see the applicable Service Agreement for a description of each Service. Subscriber only subscribes to those Services for which Subscriber has (1) entered into a Service Agreement with Exostar, and (2) fees have been paid to Exostar.

Term	Definition
Service Agreement	The agreement between Exostar and Subscriber sometimes titled a Service Agreement or Service Addendum, Master Service Agreement, General Terms and Conditions, or other title as may be agreed to between the Parties, including all documents referenced therein, as appropriate.
Work Plan	An action plan, including target completion time for a specific Work Request, or presentation of a statement of work, if applicable.
Work Request	A specific request for action, such as test account creation, special report requests, etc.

2.0 SCOPE

2.1 SERVICE ELEMENTS

Exostar will provide the following activities in support of all Services, unless otherwise noted in the SLAA related to the Service.

Activities	Description
Maintenance	Maintenance of the functionality and user interfaces introduced since Service inception.
Availability Management	Exostar will administer via Subscriber Designated Contacts.
Customer Service	<p>Customer Service provides assistance for the day-to-day management of problems and requests relating to the Service(s). Customer Service will be accessible via world-wide direct dial telephone numbers, and self-service online form from Designated Contacts and Subscribers. Customer Service contact information is available at http://www.myexostar.com/Contact-Us/.</p> <p>Customer Service will be responsible for:</p> <ul style="list-style-type: none"> • Responding to requests from Designated Contacts and Subscribers, if applicable. • Creating and maintaining a record of Subscriber requests. • Providing administrative support and problem resolution for any defects that can be reproduced in a system meeting Exostar's minimum configuration requirements (see the applicable SLAA for such requirements). • Problem communication and escalation.
Escalation Process	Critical service issues may be escalated to the [Jim, please correct title and hyperlink Director, Customer Service at http://www.myexostar.com/Contact-Us/ .]
Exostar Platform	The Exostar Platform begins at the entry point into Exostar's network at Exostar's firewall and includes all servers managed by Exostar to directly and indirectly provide the Application Services listed above. The Exostar Platform extends until data leaves Exostar's network through Exostar's firewall.
Managing Third-Party Suppliers	Exostar will manage and coordinate with third parties providing hardware, software, staff or other services necessary for the implementation and ongoing operation of the Services.

Activities	Description
Service Information and Training	Exostar will use best efforts to provide online application information to Subscriber on the proper use of Exostar’s Services. Additional training or documentation may be procured by Subscriber on a time and materials basis from Exostar.
Software Release Management	<ul style="list-style-type: none"> ▪ Managing and controlling the implementation of software releases, if any, and other changes according to Exostar’s Change Control Board (“CCB”) procedures, with the objective of achieving minimum disruption to the Subscriber and Service consistency. ▪ A written copy of Exostar’s CCB procedures shall be provided upon request to the Subscriber. ▪ Appropriate lead time will be planned for coordinating software releases with Subscribers. ▪ Urgent patches may be applied outside Planned Downtime during Unscheduled or Unplanned Downtime. ▪ Performing quality assurance testing of new software releases, ▪ Providing updated Interface Control Documents with each applicable release. ▪ Access to a Preview environment by Subscriber staff for major new software releases, as applicable (primarily occurring in test environment). ▪ Subscriber testing in the Exostar test environment outside of a Major Release must be scheduled through a Customer Support case request. ▪ Deploying software to production on a schedule that will be provided on a best-efforts basis to impacted Subscribers at least one business week in advance for non-emergency updates. ▪ Manage and implement configuration changes, if any. ▪ During Major Release implementation and testing, if any, Exostar will define within the project’s “Go Live” plan what it will provide in terms of dedicated off-hour support for an adequate period of stabilization.
System Performance Engineering	Monitoring and optimizing performance.

3.0 SERVICE AVAILABILITY

3.1 NORMAL SERVICE AVAILABILITY

Service	Availability
Platform Service Hours (Exostar managed services Azure vs M365)	[24 hours a day, 365 days a year, excluding Planned Downtime. Availability will be measured by the ability of the application to accept logins and perform all standard activities within the application for any calendar month, for periods of regular uptime during application service hours.
Customer Service Hours	Live telephone support 03:00 US Eastern Time to 21:00 Eastern Time on Business Days

3.2 PLANNED DOWNTIME

“Planned Downtime” is defined as planned unavailability or reduced capacity of the specified environment scheduled in advance to perform system upgrades, enhancements and other routine Maintenance activities. Planned Downtime is specifically excluded from availability monitoring. Exostar will provide the Subscriber with a schedule of planned downtime (e.g. weekly system Maintenance) and will provide notification to the Subscriber no less than one week in advance of all Planned Downtime.

The maximum allowed planned downtime for a Major Release is four (4) days, including a Saturday and Sunday. Exostar will provide written notice four(4) weeks in advance of any downtime events planned to exceed a two (2) day duration (Saturday and Sunday). Exostar will continue to provide written notification one (1) week in advance of any short-duration Maintenance activities required outside of the published Maintenance window.

Exostar’s recurring scheduled Planned Downtime is Friday nights at 9pm EST, and lasting up to 8 hours. A schedule of Planned Downtime will be posted to each Service’s logon page.

3.3 EMERGENCY PLANNED DOWNTIME

“Emergency Planned Downtime” is defined as urgent Subscriber-coordinated changes to the specified environment Exostar will provide the Subscriber with as much advance notification as possible for any Emergency Planned Downtime.

3.4 UNPLANNED DOWNTIME

“Unplanned Downtime” is defined as interruptions to Service outside of Planned Downtime and Emergency Planned Downtime. This includes failures of the Service as well as failure to provide adequate notice for Planned Downtime. In the event of Unplanned Downtime, Exostar will give notice to Subscriber as soon as practicable.

For Unplanned Downtime that impacts multiple users the downtime timer starts when the service outage is first detected and confirmed by Exostar (i.e. the first case comes in and is validated as an outage), and is open until the outage is restored for all users, no matter how many times it is reported. Subsequent confirmed outage reports do not reset the timer, this is a continuation, as it is understood the outage is related. The outage timer is stopped, once the Service is restored. Following any declared/confirmed restoration, if a repeat event occurs in the same day the timer starts again for the new occurrence.

3.5 SERVICE AVAILABILITY

Service Availability targets will be calculated based on the following formula:

$$\frac{\text{Total minutes within calendar month} - \text{Unplanned Downtime}}{\text{Total minutes within calendar month}}$$

4.0 SERVICE MEASURE TARGETS

The targets below are established as measures which Exostar strives to meet. This Section 4 does not contain performance levels / measures. Measurements are based upon timestamps within Exostar’s Subscriber relationship management system.

4.1 SERVICE LEVEL TARGETS

Service Levels

Measurement	Definition	Target
Service Availability	See Section 3.5.	99.5% Availability,
Recovery Time Objective (RTO) - Recovery in the event of loss of use of Exostar's hosting facility or ability to transmit from such facility	Time required from invocation of disaster recovery plan to restoration of service.	3 days, on a best-efforts basis
Recovery Point Objective (RPO) - Maximum data loss in a disaster recovery event	The maximum data loss after restoration of service.	24 hour period commencing upon the onset of a disaster, on a best-efforts basis

4.2 DEFINITION, INITIAL RESPONSE AND RESOLUTION TARGET MATRIX

Severity Level	Definition	Examples	Initial Response Time
1	An entire application that functioned previously in the production environment is not operational, or connectivity is unavailable, and/or a major function of an application is not operational and no workaround is available.	<ol style="list-style-type: none"> 1. System unresponsive to broad community as reproducible by Exostar Technical Operations 	30 minutes
2	A minor application function that has functioned previously is not operational for Subscriber (who can continue to use other functions of the application).	<ol style="list-style-type: none"> 1. Password reset 2. Initial Activation of OTP Hardware Tokens 3. Reactivation of accounts 4. Browser Issues preventing access (Clearing Cache, Installing Active X) 5. Downloading FIS Certificates 6. Error accessing applications via MAG 	2 business hours
3	Administrative. request or technical problem with significant business impact	<ol style="list-style-type: none"> 1. New Org Registration 2. Change requests (Org Name, Email, or Org Admin) 3. ForumPass site support 4. New user requests (787 SCMP) 5. EAG unlinking 	4 business hours

Severity Level	Definition	Examples	Initial Response Time
		<ul style="list-style-type: none"> 6. Printing issues 7. TPM assistance 	
4	Administrative request or technical problem with minor business impact	<ul style="list-style-type: none"> 1. Token not functioning 2. Certificate download issues 3. Billing questions, profile changes 4. General application training 5. Web-store assistance 6. Email alert settings(SCP) 7. Request for transaction details(SCP invoicing) 	4 business hours

4.3 PRIORITIZATION PROCESS

Exostar will prioritize requests for support according to the severity levels set forth above and in the various SLAA. If a problem is reprioritized by Exostar after investigation, it will be recorded on the ticket and the Subscriber originating the ticket will be notified. The Subscriber may escalate to Exostar Customer Service Management if a dispute arises regarding prioritization. Customer escalations will be processed based on the following:

1. Customers that are authorized to request priority queuing of cases will be pre-established through Exostar product management.
2. Those authorized individuals may submit a case for priority treatment. Exostar customer service will verify the authorization and case number. Only support requests for production applications submitted through Exostar Customer Service will be covered under these provisions.
3. Exostar Customer Service will work to either resolve the case or provide a plan for resolution with urgency during business hours.
4. Priority cases may be tracked and reported independently from another severity classification.
5. Priority requests may be managed to pre-established limits with customers through Exostar product management.

5.0 USER ENVIRONMENT

Supported languages	English language support will be provided for users.
User minimum technical requirements	<p>Exostar maintains a current list of system requirements on its website (my.exostar.com) for each of its products.</p> <p>The minimum configuration will include supported operating systems, browsers, memory and connectivity. Exostar will provide phone support for users with other configurations, but reserves the right to “fix” only those</p>

	<p>defects that can be reproduced on an approved configuration.</p> <p>Exostar will provide 4 months' advance notice for all updates to the minimum configuration based on website traffic, commercial software support changes (e.g., Microsoft) and Exostar releases.</p>
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6.0 REMEDIES

Exostar offers a remedy for all Subscribers with access to the Service. The components of the remedy are described below.

If, in accordance with Section 3.5 Application Availability, availability falls below the Section 4.1 measure, Subscriber is credited per the following :

- If actual availability is .5% – 1% lower than target application availability, service credit of 5 calendar days.
- If actual availability is 1.0% – 2% lower than target application availability, service credit of 10 calendar days
- If actual availability is more than 2% lower than target application availability, service credit of 15 calendar days.

Any credit will be applied to the end of the Subscriber's current annual service agreement with Exostar or to a service renewal period. Such credit, if any, will be reflected through an extension of the current expiration date for your account, as an extension to your service renewal period, or in the final invoice provided by Exostar. No credit will be given for Service during the Service Measurement Period being measured when the Subscriber commences use of the Service.

Due to the nature of network interconnections and Interoperability between networks, Exostar can only offer remedies for events on the Exostar Platform and offers no remedy for events beyond the Exostar Platform.

REMEDIES FOR FAILURES TO MEET THE PERFORMANCE MEASURES SET FORTH IN THIS MASTER SLA, AND, IF APPLICABLE, IN THE RELATED SLAA. THESE REMEDIES ARE THE SOLE REMEDIES PROVIDED TO SUBSCRIBER, AND EXOSTAR'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACHES/FAILURES OF THIS MASTER SLA OR ANY RELATED SLAA.

The Subscriber shall have no additional remedies for the failure of the Service(s) to satisfy the representations made in this Master SLA or the applicable SLAA.

7.0 COMMUNICATION PLAN

Exostar will provide the following communication to "All Registered Users" per the table below:

Event	Objective	Message Content	Media
Planned Downtime	Ensure End Users can plan around known service downtime	(1a) Components affected and level of degradation and date and time of downtime (1b) Update content to be more customer friendly	Email Website Banner
		(2) Confirm recommencement of full service	Website Banner
Recurring Planned Downtime	Ensure End Users can plan around known	Schedule of planned unavailability	Email –

Event	Objective	Message Content	Media
	service downtime		Website – onetime banner update
UnplannedDowntime	Advise users of unplanned service downtime and set expectations around resolution timeframe	(1) Components affected and date and time of expected resolution	Website Banner Notification
		(1b) Outage Notification Page at status.exostar.com will only highlight to the user that there is a service outage	Internet unavailability – Outage Notification Page at status.exostar.com
		(2) Update if downtime exceeds date and time communicated for expected resolution with new expectation time and date	Website Banner update
		(3) Confirm recommencement of service	Website
Exostar Service Upgrade	Inform users of enhancements to service as a positive response to known issues	(1) Time and Date of planned upgrade. Include enhancements to be made and any user impact or required action (Pre-release notes)	Email – Website Banner
		(2) Communication of successful transition (or otherwise) (Release Notes)	Website Banner
Known Issues and Workarounds	Communicate workarounds to known problems to the user community	Details of all workarounds to known problems as a training tip available from the Exostar website	Email – Website Banner
Roadmap/ Major Releases	Inform users of planned Major Releases	6 month view of Exostar product and service releases	Email Website Banner