

# CoExcel Growth Partnership & Vetted Supplier Program

## Supplier Participation Terms and Conditions

Version: 2026-02-11

These Supplier Participation Terms and Conditions ("Terms") govern Supplier's participation in CoExcel Solutions LLC's Growth Partnership Tiers and related vetted supplier sourcing and marketing activities (the "Program"). By signing below or otherwise enrolling in the Program, Supplier agrees to these Terms.

### 1. Parties and Scope

These Terms are between CoExcel Solutions LLC ("CoExcel") and the enrolling supplier ("Supplier"). The Program provides prioritized access to buyer sourcing opportunities, sales enablement, and market intelligence offerings associated with Supplier's approved capability category(ies) and selected tier.

#### 1.1 Program Tiers (Summary)

Supplier may participate in one or more tier levels on a per-capability basis, subject to qualification and availability. Tier labels are used for Program operations and do not guarantee award or future business.

- Tier 1 (Strategic Partner): Exclusive RFQ access (first right of refusal) for enrolled capability(ies), sales enablement liaison support, and enhanced visibility, subject to maintaining performance standards.
- Tier 2 (Preferred Partner): Competitive RFQ access without exclusivity; opportunities may be shared with up to three (3) Tier 2 suppliers per capability.
- Tier 3 (Qualified Partner): Vetted Access to opportunities after Tier 1 and Tier 2; priority positioning ahead of open-market sourcing for verified capabilities.

### 2. Definitions

- Capitalized terms used in these Terms have the meanings below. Any additional definitions in a Buyer solicitation control only for that solicitation.
- "Exclusive Access" means First Right of Refusal on all sourcing requests for your capability(ies). Tier 1 suppliers receive priority consideration and must provide intent to bid confirmation within 48 hours.
- "Competitive Access" means Shared access to sourcing opportunities without exclusivity. Equal priority with other Tier 2 suppliers (up to 3 per capability). Access is immediate when Tier 1 declines or if no active Tier 1 participant exists for the capability.
- "Vetted Access" means Qualified supplier consideration after Tier 1 and Tier 2 suppliers. Priority positioning ahead of open-market sourcing for verified capabilities.
- "Site Visit - Qualification Assessment" means Mandatory on-site evaluation required for Tier 1 acceptance. CoExcel conducts comprehensive assessment of facilities, processes, certifications, capacity, and quality systems to validate supplier capabilities and readiness for defense/aerospace work.

- “Dedicated Liaison Services” means One named CoExcel professional assigned to your account who acts as an extension of your business development and sales enablement function. Responsibilities include: maintaining awareness of your production capacity, lead times, and certifications; proactively positioning your capabilities with buyers; ensuring buyers understand your differentiators and past performance; providing post-submission and post-award feedback if available; and offering direct escalation path for opportunity-related challenges.
- “Shared Sourcing Interface” means Standardized communication system for opportunity-driven engagement. Communications are structured and systematic rather than relationship-managed, ensuring efficient information flow.
- “Priority Sourcing” means Preferential consideration for sourcing opportunities based on tier level. Tier 1 receives first priority, followed by Tier 2, then Tier 3, before open-market sourcing.
- “Brand Visibility” means Company name and logo featured on CoExcel website as a vetted supplier. Company logo and capability description included in supplier capabilities deck and other digital and print marketing materials.
- “Supplier Spotlight” means Featured promotion highlighting your company's capabilities, certifications, past performance, and differentiators. Distributed to buyer network and featured in CoExcel communications. Pricing varies by tier.
- “All Event Invites” means Invitation to all CoExcel hosted webinars, buyer guest speaker sessions, and interactive events throughout the year.
- “Select Event Invites” means Invitations to select CoExcel hosted webinars, buyer guest speaker sessions, and interactive events based on relevance and availability.
- “Support Rates” means Reduced hourly rates for proposal support, pricing analysis, and other professional services. Commercial rate is \$229/hr. Tier 1: \$175/hr | Tier 2: \$185/hr | Tier 3: \$195/hr
- “Premium SourceBoard Subscription” means Full-featured access to SourceBoard platform and Includes 'CoExcel Vetted Supplier' badge for enhanced credibility, once available.
- “SourceBoard™ Badge” means Tier-specific verification badge displayed on your SourceBoard profile indicating your vetted status and tier level (Tier 2 or Tier 3), once available.
- “Monthly Office Hours” means Scheduled monthly access to CoExcel team on a first-scheduled, first-served basis during allocated office hours for strategy discussions, market intelligence, opportunity pipeline review, and general support.
- “Quarterly Office Hours” means Scheduled quarterly access to CoExcel team on first-come, first-served basis during allocated office hours for strategy discussions and support.
- “Immediate Access” means Instant notification and opportunity access when Tier 1 suppliers decline or when no active Tier 1 participant exists for the requested capability.
- “Paid Services” means Ad hoc professional services available at reduced hourly rates or fixed prices, service dependent, including but not limited to: proposal writing, access to select buyer engagement events, and supplier spotlight features.
- “Industry Calendar” means Consolidated Defense Industry Engagement Calendar featuring key conferences, trade shows, buyer events, and networking opportunities relevant to defense and aerospace suppliers.
- “Quarterly Reports” means Quarterly intelligence and market reports providing insights on defense/aerospace industry trends, CoExcel sourcing activity, emerging opportunities, and market intelligence, as CoExcel’s determination.
- “Annual Event Invite” means Invitation to CoExcel yearly vetted supplier event featuring networking with buyers, industry updates, and peer collaboration opportunities.

- “Buyer” means any government entity, prime contractor, defense contractors and Subcontractors, or commercial customer, or their authorized representatives, that issues a sourcing request or solicitation through CoExcel or SourceBoard.
- “Sourcing Request” means an inquiry, Request for Quote (RFQ), Request For Information (RFI), Request for Proposal (RFP), bid package, or other request for information or quotation related to a Buyer’s procurement need.
- “Capability(ies)” means the products, services, processes, certifications, and related scope identified by Supplier and accepted by CoExcel for tier enrollment.
- “Quality/Delivery Rating” means Buyer-provided scorecards or written performance feedback regarding Supplier’s quality, on-time delivery, responsiveness, corrective actions, or other performance indicators, whether quantitative or qualitative.
- “SourceBoard” means CoExcel’s SourceBoard platform

### **3. Enrollment, Qualification, and Updates**

Supplier will provide accurate, current, and complete information regarding its capabilities, certifications, quality systems, capacity, lead times, and points of contact. CoExcel may request supporting documentation, conduct qualification activities (including site visits for Tier 1), and update Supplier’s tier status based on verification results and ongoing performance.

Supplier is responsible for promptly notifying CoExcel of material changes, including changes to ownership, key certifications, facility location(s), production capacity, quality system status, export control status, or any event that could affect Supplier’s ability to perform.

### **4. Sourcing Opportunity Process; Exclusivity and Competitive Access**

#### **4.1 Default Access Rules by Tier**

For a Sourcing Request aligned to Supplier’s enrolled Capability(ies), CoExcel will follow the Priority Sourcing process: Tier 1 is offered Exclusive Access first, then Tier 2 Competitive Access, then Tier 3 Vetted Access, unless a Buyer directs otherwise in writing.

#### **4.2 Buyer-Directed Competitive Solicitation (Tier 1 and Tier 2 Simultaneous Release)**

If a Buyer requests in writing that CoExcel conduct a competitive solicitation (or otherwise requests that exclusivity not apply), CoExcel will release the solicitation to Tier 1 suppliers and Tier 2 suppliers for the applicable Capability(ies) at the same time. In this circumstance, Tier 1 suppliers will not receive exclusive access for that Sourcing Request.

#### **4.3 Tier 1 Intent-to-Bid Window (48 Hours)**

When CoExcel issues a Sourcing Request under Exclusive Access to a Tier 1 supplier, the Tier 1 supplier must confirm its intent to bid in writing within forty-eight (48) hours of CoExcel’s transmission (email timestamp controls). If Supplier does not confirm intent to bid within the 48-hour window (or affirmatively declines), CoExcel may, at its discretion, release the opportunity to Tier 2 suppliers (and thereafter Tier 3 suppliers) for the applicable Capability(ies).

#### **4.4 Supplier Conduct During Sourcing Events**

Supplier will comply with solicitation instructions, use Program communications channels as directed, and refrain from misrepresenting capability, certification, capacity, pricing basis, lead time, or past performance. Supplier is solely responsible for its proposals, quotes, pricing, technical content, and performance commitments.

### **5. Performance Standards; Tier Adjustments and Removal**

#### **5.1 Performance Requirements**

Supplier must maintain the quality systems, delivery performance, and responsiveness represented during enrollment. Supplier will promptly support corrective actions and provide supporting evidence when performance concerns arise.

#### **5.2 Removal from Tier 1 for Quality/Delivery Decline**

CoExcel may remove Supplier from Tier 1 status (for one or more Capability(ies)) if, at any time, Supplier's Quality/Delivery Rating drops below CoExcel's discretionary threshold, Buyer scorecards indicate a decline in quality or on-time delivery, Buyer feedback indicates material performance concerns, or CoExcel reasonably determines that Supplier's performance presents elevated risk to Buyers. CoExcel may downgrade Supplier to Tier 2 or Tier 3, suspend access to opportunities, or remove Supplier from the Program, in whole or in part.

Where practicable, CoExcel will provide written notice of the downgrade/removal and the basis for the action. CoExcel may implement the downgrade/removal immediately if warranted to protect a Buyer's interests, comply with Buyer direction, or address time-sensitive sourcing risk.

For any CoExcel issued downgrade or removal, Supplier will not be charged for remaining monthly fees associated with the Tier the supplier is being removed from beginning the first full month after downgrade or removal.

#### **5.3 Reinstatement**

If Supplier is downgraded or removed, Supplier may request reconsideration by providing evidence of corrective actions, updated scorecards, or other documentation. Reinstatement is at CoExcel's sole discretion.

### **6. Marketing, Publicity, and Use of Name and Logo**

Supplier grants CoExcel a non-exclusive, royalty-free, worldwide license during the Term to use Supplier's name, trademarks, service marks, and logos (collectively, "Marks") for Program-related marketing and communications. This includes use on CoExcel's website, SourceBoard, capability decks, supplier spotlights, event materials, and public announcements of Supplier's Program selection, tier status, award announcements and enrolled Capability(ies).

CoExcel will not materially alter Supplier's Marks and will use them in a manner intended to reflect Supplier's approved Program status. Supplier represents it has the right to grant this license and that CoExcel's permitted use will not violate any third-party rights.

## **7. Fees, Invoicing, and Taxes**

Tier 1 and Tier 2 enrollment is a mandatory one year contract, billed in twelve monthly installments at the advertised monthly rate, at the time of enrollment, for selected Tier. Tier 1 and Tier 2 invoices are due Net 15 calendar days. Tier 3 enrollments are a one-time yearly fee, invoiced at the time of enrollment and due upon invoice receipt.

If Supplier elects a paid tier or add-on services, Supplier will pay the applicable fees as set forth in the applicable order form, statement of work, or invoice. Unless otherwise stated, fees are due net thirty (30) days from invoice date and are non-refundable. Supplier is responsible for all applicable taxes, duties, and similar governmental assessments, excluding taxes based on CoExcel's net income.

CoExcel may suspend Supplier's Program access for non-payment after written notice and a reasonable opportunity to cure.

## **8. Confidentiality**

Each party may receive the other party's confidential or proprietary information ("Confidential Information"). Confidential Information includes non-public business, technical, pricing, capacity, lead time, sourcing, customer, and program information disclosed in any form or medium.

The receiving party will (a) use Confidential Information only for Program purposes, (b) protect it using at least reasonable care, and (c) not disclose it to any third party except to its employees, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations at least as protective as these Terms.

Confidential Information does not include information that the receiving party can demonstrate: (i) is or becomes public through no breach; (ii) was known without restriction before receipt; (iii) is independently developed without use of Confidential Information; or (iv) is rightfully received from a third party without confidentiality obligation.

Confidential Information may be disclosed if required by law or court order, provided the disclosing party is given prompt notice (where legally permitted) and reasonable assistance to seek protective treatment.

Upon request, each party will return or destroy the other party's Confidential Information, except that one archival copy may be retained for legal compliance purposes. Confidentiality obligations survive for three (3) years after termination, and trade secrets remain protected as long as they remain trade secrets.

## **9. Intellectual Property; Platform Terms**

CoExcel retains all right, title, and interest in and to SourceBoard®, the Program, and all related methodologies, templates, processes, and materials. Supplier retains all right, title, and interest in and to Supplier's own products, services, data, and Marks.

Supplier grants CoExcel a limited, non-exclusive license to host, display, and process Supplier-provided content (e.g., capability statements, certifications, profile information) for Program operations and SourceBoard functionality. Supplier is responsible for ensuring it has rights to provide such content.

If Supplier is granted access to SourceBoard, Supplier will comply with any applicable platform terms, acceptable use policies, and security requirements provided by CoExcel.

#### **10. Compliance; Ethics; Export Controls**

Supplier will comply with all applicable federal, state, and local laws and regulations, including anti-bribery and anti-corruption laws, anti-trafficking laws, and applicable procurement integrity requirements. Supplier represents it is not debarred or suspended and will promptly notify CoExcel if that status changes.

Supplier is responsible for compliance with export control laws (including ITAR and EAR, as applicable) and will not provide controlled technical data to CoExcel or Buyers without appropriate authorization and markings. Supplier will maintain required registrations and certifications as represented.

#### **11. No Guarantee; Independent Parties**

CoExcel provides sourcing facilitation, marketing, and support services and does not guarantee that Supplier will receive solicitations, bids, awards, revenue, or any minimum volume of business. Buyers control their own procurement decisions.

Supplier is an independent contractor and not an agent, legal partner, joint venturer, or employee of CoExcel. Supplier has no authority to bind CoExcel, and CoExcel has no authority to bind Supplier.

#### **12. Indemnification**

Supplier will defend, indemnify, and hold harmless CoExcel and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Supplier's products, services, performance, or proposals/quotes; (b) Supplier's breach of these Terms; (c) allegations that Supplier content or Marks infringe third-party rights; or (d) Supplier's violation of law.

#### **13. Disclaimer; Limitation of Liability**

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE PROGRAM, SOURCEBOARD, AND ANY SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COEXCEL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THESE TERMS OR THE PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COEXCEL'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE FEES PAID BY SUPPLIER TO COEXCEL FOR THE PROGRAM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### **14. Term, Suspension, and Termination**

These Terms begin on the Effective Date and continue for the term stated in the applicable enrollment form, order, or invoice (the "Term"), unless terminated earlier as permitted herein.

Either party may terminate these Terms for convenience upon thirty (30) days' written notice. Suppliers' willful termination does not relieve supplier of financial and payment obligations for total cost of the enrolled tier for the full one-year contract. If supplier should institute willful termination, the remaining balance associated with their one-year contract will be invoiced and due payable immediately upon receipt. CoExcel may suspend or terminate Supplier's access immediately for cause, including non-payment, suspected fraud or misrepresentation, security concerns, Buyer direction, or material breach. Termination does not relieve Supplier of payment obligations accrued prior to termination.

Sections intended to survive (including Confidentiality, Intellectual Property, Indemnification, Limitation of Liability, and Miscellaneous) will survive termination.

#### **15. Notices**

Notices must be in writing and will be deemed given when delivered by email (with confirmation of transmission) or by nationally recognized overnight courier to the addresses or emails designated by the parties in the enrollment documentation.

#### **16. Miscellaneous**

**Governing Law.** New York law governs these Terms, without regard to conflict of laws principles.

**Dispute Resolution.** The parties will attempt in good faith to resolve disputes through executive-level negotiation before filing suit. Venue for any action will be in state or federal courts located in New York, and each party consents to jurisdiction there.

**Assignment.** Supplier may not assign these Terms without CoExcel's prior written consent. CoExcel may assign to an affiliate or successor in interest.

**Entire Agreement; Order of Precedence.** These Terms, together with any enrollment form, SOW, or order, constitute the entire agreement for the Program. If there is a conflict, the enrollment form/SOW/order controls for pricing and tier selection; these Terms control otherwise.

Amendments. CoExcel may update these Terms from time to time with written notice. Updates apply prospectively. Continued participation after the effective date of an update constitutes acceptance.

Severability; Waiver. If any provision is unenforceable, the remainder remains in effect. A waiver must be in writing.

**17. Electronic Acceptance; No signature Required; Binding Agreement**

By submitting CoExcel's Supplier Application (including selecting a Tier and checking/affirming acknowledgement of these Terms & Conditions on the application form), Supplier electronically accepts and agrees to be bound by this Agreement, and represents that it has read, understands, and agrees to all terms herein. Supplier acknowledges that no handwritten or wet signature is required for enforceability. Supplier's submission of the application and acknowledgement constitutes Supplier's legal signature and creates a binding contract between Supplier and CoExcel, enforceable to the fullest extent permitted by applicable law. Supplier further agrees that electronic records of Supplier's submission and acknowledgement (including date/time and related metadata, if captured) may be used as evidence of acceptance and intent to be bound.