

OPTRO CONTRACTS FREQUENTLY ASKED QUESTIONS

(For information purposes only; this FAQ does not form part of any contract document.)

Thank you for reviewing Optro's contracts for our cloud software-as-a-service platform. As you review the attached documents, we hope this FAQ helps clarify what you're purchasing and how Optro's cloud service model operates.

1. What is my company purchasing?

Optro provides a fully functional enterprise cloud software-as-a-service through the web and browser app using a genuine one-to-many cloud delivery model. The platform is updated, and the data is backed up by Optro. Similar to Salesforce and Workday, all Optro customers are on the same version of the Optro platform. Optro provides its software on a single code line and on the same operational infrastructure, using the same security and support operations for all our customers.

2. How is Optro's cloud service different from installed, on-premise software?

Optro's cloud-based software is a true one-to-many business model. By contrast, on-premise software providers offer a customizable model, where each customer is treated differently - essentially an outsourced hosting of installed software. Optro's business model allows for a more cost-effective delivery of solutions by ensuring that all customers are always using the most recent version of the software, which enables our customers to receive the latest features and security updates while avoiding costly and disruptive upgrades. Additionally, it avoids the heavy costs associated with the purchase and set up of physical hardware for a traditional on-prem solution.

3. How does Optro protect its customers' data?

Protecting the security and privacy of our customers' data is a top priority for Optro. Optro defines customer data as the electronic data or information submitted by a customer, or on behalf of a customer, to the service platform. Optro treats all customer data with the highest level of sensitivity and provides equal protection to safeguard personal and non-personal customer data. All customer data is encrypted before being stored in a logically segregated customer tenant within a secured data center. The customer remains in control of the data and is responsible for determining appropriate data access and use for the parties to which it authorizes use of the service.

4. Data Security:

Optro's security program uses controls described in Optro's Security, Privacy, and Architecture Documentation and Optro's most recent SOC 2 report and ISO certification. Optro provides customers with objective evidence that it is maintaining its security controls through our independently audited SOC Type II audits and ISO 27001 certification, which are made available to customers upon written request. That way, our customers have independent verification of and visibility into the security controls protecting their customer data, and Optro contractually commits that such controls will not be materially decreased or degraded.

5. Why can't my security exhibits be attached to the contract?

Optro maintains a formal and comprehensive security program designed to ensure the security and integrity of customer data, protect against security threats and data breaches, and prevent unauthorized access to customer data. As a true one-to-many cloud provider, Optro operates a single-tenant platform where all customers share a single version of the software with logical segregation between customers. All of our security controls are designed from the ground up for a cloud environment and a consistent set of security controls is applied to our software services. These controls enable Optro to meet our SLA commitments around service availability, recovery time objective, recovery point objective, and security, while also enabling Optro to continually enhance and develop our security and privacy programs to the benefit of all customers. This means, however, that we cannot contractually commit to individual customers' security and privacy standards or policies. In order to provide transparency, visibility and continuous assurance to our customers as to the effectiveness of our security and privacy controls, Optro conducts SOC Type II audits and makes the result of these independent third-party audit reports available to our customers upon written request.

6. Why can't my privacy exhibits be attached to the contract?

Our Data Processing Addendum (DPA) details the terms and conditions applicable to Optro's processing of personal data, and provides our customers with contractual protections relating to Optro's compliance with data protection laws applicable to Optro as a service provider and data processor. Similar to Salesforce and Workday, all customers are on the same version of the Optro platform. Optro provides its software on a single code line and on the same operational infrastructure, using the same privacy controls for all our customers. This means, however, that we cannot contractually commit to individual customers' DPAs or similar privacy exhibits without breaking our one-to-many business model as such privacy exhibits will likely require heavy modification to fit this one-to-many business model.

7. What types of data should customers not upload into Optro?

Optro is an audit enablement platform that empowers audit professionals to be more effective at their jobs. Optro is designed to host its customers' audit content and collateral. However, customers must not upload health information or payment card information. This information is not needed by Optro to provide the service, nor is sharing it necessary for our customers to obtain the full benefit of the service. Additionally, Optro has been built to allow customers to leverage their existing data storage (Box, Google Drive, etc.) so sensitive data stored outside of Optro may still be referenced and easily accessed through URL links.

8. How do we get our data back when the relationship ends?

Customers always own their data throughout the course of the relationship. Customers can download copies of their data stored in the Optro service at any time during the term. Optro has a standard process for a final data download if the customer relationship ends, which can be found in the Subscription Agreement.

9. Does Optro offer an SLA?

Yes, Optro has a Service Level Agreement as part of the Subscription Agreement, so customers always know our commitments regarding technical support, service level obligations, and/or availability requirements. The success of Optro's one-to-many cloud delivery business model is predicated upon the efficiency of our infrastructure. Since Optro has the same operational business model for our entire customer base, the SLA cannot be modified on a customer by customer basis.

10. Does Optro offer a termination for convenience?

Optro does not offer a termination for convenience. A core element of Optro's business model, and one of the ways that we provide exceptional value to our customers, is that the parties enter into at least a fixed annual term and often a multi-year agreement that both parties are committed to during the specified term. Annual and multi-year terms allow us to provide significant savings compared to a month-to-month subscription term. Customers always have the ability to terminate in the unlikely event of a material breach by Optro and if this occurs, we will refund any prepaid fees covering the remainder of the term after the effective date of termination.

11. Does Optro offer an acceptance test period?

Since Optro runs its software for all customers on a single code line, the viability of the service has already been demonstrated by the existing customers who run their businesses on the same single code line. Consequently, the concept of an acceptance test is made obsolete and therefore does not exist in Optro's business model.

12. Will Optro permit customers to audit Optro?

To maintain the security of Optro's service and facilities for all customers, Optro does not allow customer audits. To provide customers with objective evidence that Optro is maintaining its security controls, Optro engages a third party to produce SOC 2 audit reports, which are available upon written request. Be sure to let us know if you have additional questions or concerns about our security environment and we will provide additional information and answer any security questionnaires.

13. Does Optro offer unlimited liability for data protection?

We understand that our customers are concerned about data protection and protecting the security and privacy of our customers' data is paramount to Optro. Optro does not agree to unlimited liability for data protection because data security and privacy are a shared responsibility when using the software, and therefore a shared liability. Optro commits to stringent, technical, and administrative security measures; however, the customer is in sole control of the type and substance of information that is uploaded to the software, and the designation and oversight of users. Ultimately, the software service is not priced to underwrite unlimited liability, and the limitation of liability must directly relate to the Subscription Agreement's terms and commercial relationship between the parties.

14. Other damages/breaches are subject to limitation of liability:

Optro agrees to uncapped liability for direct damages under our intellectual property indemnity as set forth in Section 9.1 of the Subscription Agreement and for direct damages caused by gross negligence, willful misconduct, or fraud. A fundamental principle of Optro's business model is that any other damages and other breaches are subject to the limitation of liability (see Section 9.1 of the Subscription Agreement).

15. What insurance protections does Optro provide?

The types of insurance and limits Optro provides are set forth in the Subscription Agreement and reflect Optro's actual coverages undertaken for the benefit of all its customers. Upon request, Optro is also happy to provide a copy of its latest certificate of insurance to prospects under an NDA.

16. Artificial Intelligence (AI) features:

Optro's service includes optional, AI-powered capabilities built on models such as Microsoft and OpenAI. These features can be turned off at the Customer's discretion. Further, the Subscription Agreement makes clear that, if AI features are leveraged: 1) Customers retain full ownership of all input and output; 2) Customers receive an additional indemnity specifically covering unmodified output; and 3) Optro does not, and does not allow any third-party to, use customer data to train their models.