

AuditBoard Implementation Services

AuditBoard's Customer Advisory Services team ("CAS") will help Customer implement (the "Implementation Services") the Core Module(s) included on the relevant Order referencing these terms (the "Products" and any individual Core Module within the relevant Order a "Product") as set forth below. "Core Module" as used herein includes AuditBoard's SOXHUB, OpsAudit, RiskOversight, and CrossComply modules. Certain responsibilities with respect to the Implementation Services may vary based on whether Customer has purchased QuickStart, Standard, or Custom Implementation Services. Please refer to the [implementation datasheets](#).

AuditBoard Responsibilities

1. Provide access to Customer's AuditBoard site for the transfer of in-scope Customer data.
2. Conduct a minimum of one (1) design session per Product to gather requirements and determine structure and configuration of the Customer's AuditBoard site and review the design with Customer for approval. Additional design sessions may be scheduled if mutually agreed. Customer acknowledges that additional design sessions may impact the project schedule and project completion date.
3. Configure the Customer's site and load Customer-provided data into the production environment as appropriate for the Product (the "Data Load and Configuration") if licensed.
4. Configure Customer's site in the production environment to include AuditBoard's licensed features as of the Effective Date of the Agreement.
5. Provide on-line eLearning training through AuditBoard Academy.
6. Solely for implementations labeled as "Standard" or "Custom" on the relevant Order, conduct one (1) live "train the trainer" training session for each Product in the Implementation Services. *Training sessions, where included, will be recorded and accessible in the Service.
7. Setup named user accounts and user access permissions using AuditBoard's standard role-based access permission. Custom role-based access may require a Change Order and may impact the implementation timeline.
8. Support Customer's reasonable review of the Product configuration to confirm AuditBoard's completion of the responsibilities listed above and make reasonable configuration changes identified during Customer's review.

Customer Responsibilities:

1. Customer will provide a single named contact no later than the project kick off who will serve as the main point of contact for AuditBoard during the Implementation Services (the "Primary Contact"). Customer shall ensure that the Primary Contact has authority to make decisions on behalf of the Customer regarding the Implementation Services.
2. The Primary Contact will oversee the Implementation Services and will coordinate Customer's resources to review the Data Load and Configuration, user account and user access permissions, attend on-line eLearning, and perform tasks required by Customer stakeholders to satisfy and complete Customer's internal quality control and system review process.
3. Provide knowledgeable subject matter experts for all design review sessions.
4. Identify required system administrators and ensure they are trained.
5. Identify key personnel to attend eLearning courses and designate a qualified internal customer resource to attend "train the trainer" training (if licensed). Customer is required to provide training to its users outside of the training(s) listed in the AuditBoard Responsibilities section as being provided by AuditBoard.
6. Extract all data from any systems currently used by Customer which it intends for AuditBoard to load into the Product.
7. Perform a data quality review of the information provided to AuditBoard prior to upload.
8. All data provided to AuditBoard for use in the Product must be structured data which is suitable for mass uploading and does not require aggregation or manipulation by AuditBoard. For example: data from individual test sheets will not be migrated to Controls on an individual basis by AuditBoard.

9. Data must be provided in AuditBoard standard templates or approved variation. Failure to use the standard templates and instructions may result in delays or additional charges.
10. All data that Customer wishes to be uploaded into the site will be provided in a single batch solely to the site designated by AuditBoard and should be provided within two (2) weeks after the project kick off meeting unless a different timeline is mutually agreed by both parties. Changes to the data provided, or additional data provided subsequent to the Data Load and Configuration may require a Change Order and may impact implementation timeline.
11. Customer is responsible for completeness and accuracy of all data provided. After the Data Load and Configuration, Customer is responsible for loading additional data and performing data updates using AuditBoard's inherent features for performing these tasks.
12. Provide reasonable turnaround on asset delivery, feedback, and reviews of design. Reasonable turnaround is defined as a maximum of three (3) business days. Any delays in Customer responsibilities, feedback, and approvals may cause a delay to the implementation timeline and may require a Change Order.
13. Provide reasonable turnaround of Customer review of Product configuration and provide feedback regarding issues in a timely manner. Reasonable turnaround for completion of Customer's review of the Product configuration is defined based on implementation service package purchased. Any delays in Customer responsibilities, feedback, or review of the Product configuration may cause a delay to the overall timeline and may require a Change Order.

Assumptions

1. The Implementation Services only include, and AuditBoard will only perform the services explicitly listed herein. Any additional services (including but not limited to additional data loads, trainings, custom reports or changes to the configuration after the Go-Live Date) will be subject to AuditBoard's standard Change Order process and may result in a corresponding additional cost to Customer and/or delays to the schedule.
2. AuditBoard will implement up to the number of "pricing units" including, but not limited to, "controls," or "users" or other governing amounts included in the Customer's Annual Subscription Fees as of the Effective Date of the Agreement.
3. Implementation Services will occur in one contiguous project timeline. Delays or phased implementation that require separate design sessions or data loads may require a Change Order and additional implementation service fees.
4. Commencing on the Effective Date of the Order authorizing the Implementation Services, Implementation Services will expire (i) six (6) months for Standard implementations, and (ii) three (3) months for QuickStart implementations (the "Expiration Date"). Implementation Services provided after the Expiration Date will be provided under a separate SOW. The type of implementation is noted on the relevant Order and different modules within the same Order may have different Expiration Dates. If an implementation type is not noted on an Order, it will be deemed a Standard implementation.
5. Data will be loaded into production site only. The production site data may be copied to a sandbox site for testing purposes if requested by Customer. The sandbox site is available until project completion, unless Customer has purchased a permanent sandbox environment.
6. AuditBoard is not engaged in rendering auditing, accounting, legal or other professional or expert advice. If requested by Customer, CAS may be able to provide recommendations based on software configuration settings observed by AuditBoard, but all decisions about adopting such recommendations are at the sole discretion of the Customer.
7. AuditBoard will not undertake or perform, and Customer will not request that AuditBoard undertake or perform, any obligations of Customer, whether regulatory or contractual, assume any responsibility for the management of the Customer's compliance, internal audit or Sarbanes-Oxley functions, form part of the Customer's internal control structure relating to the preparation of regulatory compliance or financial reporting or act, or be requested to act by Customer, in such a way as to create an impression that AuditBoard is a member of Customer's management or an employee of the Customer.
8. AuditBoard will not provide any third-party copyrighted contents, which includes, but is not limited to: compliance frameworks, risk assessment frameworks, audit programs, control frameworks. If necessary, Customer is expected to procure the rights to such contents and provide them to AuditBoard.

9. The Implementation Services will be facilitated virtually via web conference, electronic communications and collaboration software and will not be performed within Customer's office locations.
10. Unless otherwise specified in the Agreement, AuditBoard will provide standard Excel templates to Customer for data to be provided to AuditBoard for loading. Customer is responsible for providing their data using the templates.
11. For the SOXHUB Product, only current year control data will be loaded into the system. Customer is responsible for creation of testing data, issues and prior year Controls.
12. For the OpsAudit Product, Customer is responsible for creation of actual audit projects, risk assessments and issues.
13. AuditBoard will be responsible for configuring Workstream templates set forth in the Agreement. Customer is responsible for creation of actual Workstream projects.
14. For the Risk Oversight Product, only five (5) years of prior risk assessment scores will be loaded.
15. Historical and current year timesheet data will not be loaded.
16. AuditBoard will not create or reformat content such as Narratives or Flowchart diagrams or other documentation for Customer.
17. Changes to the configuration, role-based access setup and mass data uploads requested after the Data Load and Configuration may require a Change Order and may impact implementation timeline.
18. Documentation provided in PDF format will be loaded as-is with no extraction of data or reproduction of diagrams in other mediums or formats.
19. AuditBoard's standard work week consists of Monday to Friday 08:30am to 05:00pm (Pacific Time) excluding company holidays.
20. All services and communications delivered by AuditBoard will be in English.
21. Failure by Customer to perform any of its responsibilities listed herein or modifications to AuditBoard's responsibilities or the assumptions listed above may result in delays.

Change Process:

In the event of any change that impacts scope, schedule, or cost of the Implementation Services, upon becoming aware of such change, AuditBoard shall notify Customer and work with Customer to obtain a Change Order prior to implementation of any adjustments to scope, schedule or costs of the Implementation. If a change is requested by Customer, the Primary Contact will notify the AuditBoard of the requested change. AuditBoard will, within five (5) business days after receipt of the change request, provide Customer, by completing and submitting to Customer for review and approval the form of Change Order, with a cost estimate and timeline impact, if any, for the requested change. If the proposed Change Order is approved by Customer, upon execution by each party's authorized signatory, it shall become a Change Order under the Agreement and the SOW shall continue as amended by such Change Order. AuditBoard will implement the applicable change in accordance with the Change Order, provided that AuditBoard's implementation of the change shall not delay the performance of Services or delivery of a task not reasonably affected by such change. Work performed by AuditBoard to prepare, analyze, or respond to a change request shall not be chargeable to Customer under this SOW or otherwise under the Agreement.

Estimated Timeframe:

Generally AuditBoard's standard timeframe is as follows:

- Initial design and configuration completion: generally 4-6 weeks per Product from receipt of the required Customer documentation.
- Customer review of design and configuration: generally 2-4 weeks per Product after initial design and configuration is complete.

Failure by Customer to perform any of its responsibilities listed herein or modifications to AuditBoard's responsibilities or the assumptions listed above may result in delays to project timeline and additional SOW if Implementation Services are required after the Expiration Date.