

**IMPLEMENTATION SOW**  
**CONTROL RESTRUCTURE PACKAGE**

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 "Service" and any individual Core Module within the relevant Order a "Service") as set forth below. "Core Module" as used herein includes AuditBoard's SOXHUB and CrossComply modules. This Control Restructure Package only applies to either the Customer's active SOXHUB or CrossComply Core Module(s) within Customer's instance as set forth in the Order. This Control Restructure Package is only available to current AuditBoard customers who have completed the initial implementation process for the applicable Core Module(s). Implementation Services typically do not require AuditBoard to travel, however, if Customer requests that AuditBoard travel, such travel, and any related expenses will be mutually agreed by the Customer and AuditBoard and then billed separately. The Service and all Implementation work are provided in U.S. English.

**A. Implementation Services and Timeline**

1. CAS will implement the services specified in Appendix A in accordance with AuditBoard's standard process, described below in Table 1.
2. 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, training, 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.
3. 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.
4. Implementation Services will occur in one contiguous project timeline. Failure by Customer to perform any of its responsibilities listed herein, modifications to AuditBoard's responsibilities listed, or delays or phased implementation that require design sessions or data loads, may result in delays to the project timeline, additional fees, and/or require a separate statement of work.
5. Commencing on the Effective Date of the Order authorizing the Implementation Services, Implementation Services will expire in accordance with the applicable Service Term set forth in Appendix A (the "Expiration Date"). Implementation Services provided after the Expiration Date will be provided under a separate statement of work.
6. Any breach or termination of the Implementation Services shall not be considered a material breach or termination under the Subscription Agreement. Further, the parties agree that the aggregate Limitation of Liability for Implementation Services shall be tied to the fees paid or payable for the Implementation Services in the last 12 months and not the Service under the Order.
7. Notwithstanding anything to the contrary in the Subscription Agreement or other terms and conditions governing the relationship between the parties, the concepts of acceptance, rejection, or acceptance testing shall not apply to the Implementation Services outlined herein.

**Table 1**

Phase	Estimated Timeframe*	AuditBoard Responsibilities	Customer Responsibilities
<b><u>Initiation</u></b>	1 - 2 weeks	<ul style="list-style-type: none"> <li>• Conduct planning and kick-off meetings with Customer</li> <li>• Provide an overview of the implementation process</li> <li>• Provide estimated project timeline and key milestone dates</li> </ul>	<ul style="list-style-type: none"> <li>• Designate a primary contact to serve as AuditBoard's main point of contact for the Implementation Services</li> <li>• Customer shall ensure that the primary contact is responsible for the overall project including Customer Responsibilities listed here</li> <li>• Identify and include internal resources required for implementation</li> <li>• Complete AuditBoard Academy online training</li> <li>• Confirm estimated project timeline and key milestone dates</li> <li>• Extract data needed for implementation from systems currently used, if applicable</li> <li>• Complete AuditBoard templates with data and configuration expected for soft launch, if applicable</li> <li>• Upload the data needed for implementation onto the secure site provided by CAS by agreed upon due date. Documentation or data should not be provided to AuditBoard by any other means</li> </ul>
<b><u>Discovery</u></b>	1 - 2 weeks	<ul style="list-style-type: none"> <li>• Gain an understanding of customer data structure and configuration requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Provide an overview of the company, team structure, key objectives, processes, and workflows</li> <li>• Provide a detailed walkthrough of the data provided and explain requirements</li> </ul>

<u><b>Design</b></u>	2 - 4 weeks	<ul style="list-style-type: none"> <li>● Create design examples in the support site with the data provided by Customer</li> <li>● Conduct up to two (2) design sessions to present the AuditBoard site to customers and gather feedback. Additional design sessions may be scheduled if mutually agreed. Additional design sessions may impact the project schedule and project completion date</li> <li>● Adjust permission to ensure users retain appropriate access to controls after the restructure.</li> <li>● Make mutually agreed configuration changes based on Customer's feedback</li> <li>● After Customer's feedback is incorporated, conduct up to one (1) design confirmation session to present the design examples, if applicable</li> </ul>	<ul style="list-style-type: none"> <li>● Participate in design sessions and provide feedback within reasonable turnaround time (max five business days)</li> <li>● Approve site design prior to Data Load and Configuration phase</li> </ul>
<u><b>Configure</b></u>	2 weeks	<ul style="list-style-type: none"> <li>● Migrate or restructure Customer's data on Customer's production site based on the agreed upon design and configuration requirements</li> <li>● Adjust permission to ensure users retain appropriate access to controls after the restructure.</li> <li>● Copy production site data to the sandbox site for testing purposes. This sandbox site is available until project completion, unless Customer has purchased a permanent sandbox environment</li> </ul>	

<u><b>Test</b></u>	2 - 4 weeks	<ul style="list-style-type: none"> <li>• Activate selected user accounts</li> <li>• Conduct site review with Customer</li> <li>• Site review can be recorded by CAS and made available to Customer for future use</li> <li>• Support Customer's reasonable review of the Service configuration to confirm AuditBoard's completion of the responsibilities listed</li> <li>• Make mutually agreed configuration changes identified during Customer's review</li> </ul>	<ul style="list-style-type: none"> <li>• Customer to review resources on AuditBoard Academy and Help Center prior to site review and training</li> <li>• Ensure necessary resources attend the site review and training</li> <li>• Customer to conduct testing of site and report issues and provide feedback within reasonable turnaround time (max five business days)</li> </ul>
<u><b>Launch</b></u>	1 - 2 days	<ul style="list-style-type: none"> <li>• Introduce AuditBoard Support and Customer Engagement to Customer. Support and Customer Engagement will be responsible for addressing subsequent questions, requests, and/or issues from Customer after completion of Implementation Services</li> </ul>	<ul style="list-style-type: none"> <li>• Provide formal confirmation that AuditBoard has completed all of its tasks and responsibilities as set forth herein and Implementation Services are complete</li> </ul>
<u><b>Post Implementation</b></u>		None	<ul style="list-style-type: none"> <li>• Configure and maintain user accounts and permissions</li> <li>• Adjusts module settings</li> <li>• Review release notes for new features</li> <li>• Create and maintain data</li> <li>• Launch projects, as applicable</li> <li>• Defines and measures ongoing success and optimizes AuditBoard usage</li> </ul>

\*Estimated time frames are subject to change due to the complexity of the project.

**B. Data**

1. Data will be loaded into the production site only.
2. During implementation, Customer is responsible for tracking changes to data provided for implementation.
3. All data provided to AuditBoard for use in the Service 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.
4. 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.

**C. Communication**

1. 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.
2. All services and communications delivered by AuditBoard will be in English.
3. AuditBoard's normal business hours for Implementation Services are 8:30 a.m. to 5:00 p.m. Pacific Time or Eastern Time (depending on Customer's time zone), Monday through Friday, excluding all U.S. legal holidays. Requests to accommodate alternate time zones will be at AuditBoard's discretion and subject to resource availability.

**D. Terms Specific to Modules**

1. For SOXHUB and CrossComply modules: AuditBoard will not recreate or reformat content such as narratives, flowchart diagrams, policies, or other documentation for Customer.
2. For SOXHUB and CrossComply modules: Customer is responsible for archiving the controls either before or after this project.
3. For SOXHUB and CrossComply modules: AuditBoard will not be linking narratives or policies unless services are specifically purchased. AuditBoard and Customer to mutually agree upon the number of documents to be linked.
4. For CrossComply module: Applicable Unified Compliance Framework® content will be made available to Customer pursuant to the Order.

**E. Disclaimers**

1. 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.
2. 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.
3. AuditBoard will not provide any third-party copyrighted contents, which includes, but is not limited to: risk assessment frameworks, audit programs, and control frameworks. If necessary, Customer is expected to procure the rights to such contents and provide them to AuditBoard.

**F. Change Process**

1. Changes to the configuration, role-based access set up, and mass data uploads requested after the Data Load and Configuration may require a Change Order and may impact implementation timeline.
2. Any delays in Customer responsibilities, feedback, or review of the Service configuration may cause a delay to the overall timeline and may require a Change Order.
3. 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.

**Appendix A**

**Must have an existing subscription for one of the modules below:**

**SOXHUB, CrossComply**

	Scope
<b>Project Team</b>	
Service focused project lead	✓
Service focused technical lead	✓
<b>Design &amp; Configuration</b>	
Site design and recommendations	2 sessions
Control data deletion	✓
Control data upload	✓
Configuration of permissions	Limited to adjustments needed in result of control restructure
AuditBoard template(s)	Mandatory
<b>Training</b>	
AuditBoard Academy	✓
Site review session	1 session
<b>User Acceptance Testing Support</b>	
# of weeks of support	2 weeks
<b>Service Term</b>	
Expiration from Effective Date	3 months