

## **IMPLEMENTATION SOW** **RISK AND CONTROL RESTRUCTURE PACKAGE**

This Implementation Statement of Work (this "SOW") sets for the terms by which AuditBoard's Customer Advisory Services team ("CAS") will help Customer implement (the "Implementation Services") the Services. This Risk and Control Restructure Package service will be performed for the Service(s) listed in the associated Order or Statement of Work for the fees listed therein and are invoiced one-time upon execution. Please refer to Appendix A for detailed information. Please note, that this Risk and Control Restructure Package applies to all Service(s) in Customer's instance as of the Effective Date of the associated Order or Statement of Work for this Risk and Control Restructure Package. This Risk and Control Restructure Package is only available to current AuditBoard customers who have completed the initial implementation process for the applicable Service(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.

### **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, without limitation additional data loads, training, custom reports or changes to the configuration after the Launch 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. The "Launch Date" is the date in which in-scope services have been delivered to Customer.
3. The creation of custom dashboards, development of custom integrations, and data migration of historical data (unless specifically listed in Appendix A) are excluded from the scope of the implementation.
4. If Implementation Services for multiple Customer teams or instances for the Services listed in the corresponding Order are provided under this SOW, the Implementation Services shall occur on a timeline reviewed and approved by AuditBoard and Customer. Should Customer require Implementation Services for any additional teams of an existing Service or if additional teams or instance Implementation Services are found to be required, such Implementation Services shall be deemed an expansion of the original scope and will require expanded review, scoping requirements, and corresponding fees.
5. AuditBoard will implement up to the number of "pricing units" included in the Customer's Annual Subscription Fees of the applicable Order or as specified in a separately executed Statement of Work including, without limitation "controls," or "users," or other governing amounts.
6. Implementation Services will occur in one contiguous project timeline. Failure by Customer to perform any of its responsibilities listed herein, (including providing prompt and full access to the Customer's AuditBoard instance), 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.
7. Services under this SOW shall be deemed complete on the earlier of: (i) the Launch Date or, (ii) the Service Term listed in the applicable table under Appendix A.
8. Implementation Services commence on the Effective Date of the Order or Statement or Work and 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.
9. 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.

Table 1.

Phase	Estimated Timeframe*	AuditBoard Responsibilities	Customer Responsibilities
<u>Initiation</u>	1 week	<ul style="list-style-type: none"> <li>• Create Customer's site in the production environment to include AuditBoard's licensed features as of the Effective Date</li> <li>• Provide access to Customer's AuditBoard site for secure file transfer and training resources</li> <li>• Conduct planning and kick-off meetings with Customer</li> <li>• Provide an overview of the implementation process</li> <li>• Document 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>• Ensure that the primary contact is responsible for the overall project, including Customer Responsibilities listed herein</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>• Upload the sample 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>
<u>Discovery</u>	1 week	<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> <li>• Complete design readiness assessment prior to design start</li> </ul>

<p><b><u>Design</u></b></p>	<p>2 - 3 weeks</p>	<ul style="list-style-type: none"> <li>• Create design examples in the production site with the data provided by Customer</li> <li>• Walkthrough 1 default Analytics workflow, if applicable</li> <li>• Present default permissions options and gather Customer's user listing and team assignment</li> <li>• Conduct up to 2 design sessions to present the AuditBoard site to Customer 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>• Make mutually agreed configuration changes based on Customer's feedback</li> <li>• After Customer's feedback is incorporated, conduct up to 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 along with revised data and requirements needed for design within reasonable turnaround time (max 5 business days)</li> <li>• Approve site design prior to data load and Configuration phase</li> <li>• Complete AuditBoard templates with data and configuration expected for soft launch, if applicable</li> </ul>
<p><b><u>Configure</u></b></p>	<p>2 weeks</p>	<ul style="list-style-type: none"> <li>• If applicable based on Service tier, migrate Customer's data onto Customer's production site based on the agreed upon design and configuration requirements</li> <li>• Create user accounts based on agreed upon roles and permissions requirements</li> <li>• If requested by Customer, production site data will be copied to a sandbox site for testing purposes. This sandbox site is available until project completion, unless Customer has purchased a permanent sandbox environment</li> </ul>	

<p><b><u>Test</u></b></p>	<p>2 - 5 weeks</p>	<ul style="list-style-type: none"> <li>• Activate selected user accounts</li> <li>• Communicate a summary of the implementation activities and any outstanding items</li> <li>• Conduct site review and training with Customer. Site review and training sessions 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>• 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>• Conduct testing of site and report issues and provide feedback within reasonable turnaround time (max 5 business days)</li> </ul>
<p><b><u>Launch</u></b></p>	<p>1 - 2 days</p>	<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>
<p><b><u>Post Implementation</u></b></p>		<p>None</p>	<ul style="list-style-type: none"> <li>• Configure and maintain user accounts and permissions</li> <li>• Adjust module settings</li> <li>• Review release notes for new features</li> <li>• Create and maintain data and configurations, including but not limited to: dashboards, integrations, workflows, and templates</li> <li>• applicable Launch projects, as applicable</li> <li>• Define and measure ongoing success and optimizes AuditBoard usage</li> </ul>

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

#### **A. 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.

#### **B. Communication**

1. The Implementation Services will be facilitated virtually via web conference, electronic communications, and collaboration software and will not be performed at Customer's office locations.
2. All services and communications delivered by AuditBoard will be in U.S. 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.

#### **C. Terms Specific to Modules**

1. For SOXHUB, RegComply, and CrossComply Services: AuditBoard will not recreate or reformat content such as narratives, flowchart diagrams, policies, or other documentation for Customer.
2. For SOXHUB, RegComply, and CrossComply Services: AuditBoard will not link narratives or policies unless such services are specifically purchased. AuditBoard and Customer to mutually agree upon the number of documents to be linked and timeline of the linking.

#### **D. 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 Customer's compliance, risk, internal audit, or Sarbanes-Oxley functions, form part of 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 Customer.
3. AuditBoard will not provide any third-party copyrighted content, which includes, without limitation, risk assessment frameworks, audit programs, and control frameworks, unless specifically included in the applicable Service. In which case, any additional passthrough terms shall be included either in Customer's instance or in the Service Specific Licensing Terms referenced in Order for Customer to accept. If necessary, Customer is expected to procure the rights to such contents and provide them to AuditBoard.

#### **E. Change Process**

1. Changes to the configuration, role, and team-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 Services 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 AuditBoard of the requested change. AuditBoard will, promptly 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 this SOW 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.

**Appendix A**

**Must have an existing subscription for one of the Service(s) below:**

SOXHUB, OpsAudit, RiskOversight, CrossComply, ITRM, or ESG

	Scope
<b>Project Team</b>	
Service focused project lead	✓
Service focused technical lead	✓
<b>Design &amp; Configuration</b>	
Site design and recommendations	3 sessions
Risk and control data deletion	✓
Risk and control data upload	✓
Configuration of permissions	Limited to adjustments needed in result of risk and 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