

Module Upgrade Implementation Statement of Work

This Module Upgrade Implementation Statement of Work (this "SOW") sets forth the terms under which Optro's Customer Advisory Services team ("CAS") will provide implementation services for the Optro Services purchased by Customer (the "Implementation Services"). Implementation Services are delivered through Optro's standardized implementation methodology, designed to guide Customer through planning, configuration, enablement, validation, and launch preparation for the purchased Services. The scope of the Implementation Services includes the standard implementation activities identified in this SOW, together with any purchased add-on services or mutually agreed custom scope, and is subject to the service hours, workshop limits, subscription tier entitlements, and other limitations described herein.

The Implementation Services will be performed for the flat fee(s) listed in the associated Order on the Order Effective Date or custom statement of work Effective Date (collectively the "Effective Date") and are invoiced one-time on the applicable Effective Date.

Implementation Services typically do not require Optro to travel, however, if Customer requests that Optro travel, such travel and any related expenses will be mutually agreed by the Customer and Optro and then billed separately. The Services and all Implementation work are provided in U.S. English.

Additional details regarding implementation scope, subscription tier entitlements, service limitations, Customer responsibilities, and purchased add-on services are described in the applicable appendices.

A. Implementation Services and Timeline

CAS will provide Implementation Services in accordance with Optro's standard implementation methodology. Implementation Services are designed to guide Customer through planning, configuration, enablement, validation, and launch preparation activities for the purchased Services. The implementation plan, timing, and sequence of activities may vary based on the purchased Services, implementation scope, Customer readiness, data readiness, dependencies, and any purchased add-on services (if any). The applicable adoption workshop allocations by module and subscription tier are set forth in Appendix A.

Table 1.

Phase	Estimated Timeframe*	Optro Responsibilities	Customer Responsibilities
<u>Align</u>	2 weeks	Establish the project plan, validate scope, review the implementation approach, provide enablement resources, and prepare for implementation activities.	Designate project stakeholders, define objectives, participate in discovery activities, complete required training, and review implementation plans.

<u>Build</u>	1 week	Configure foundational platform settings, establish data structures, support standard SSO configuration activities where applicable, and prepare the environment for workflow design.	Provide required information, participate in design discussions, and make timely configuration and governance decisions, and complete Customer-owned SSO and identity provider setup activities, where applicable.
<u>Adopt</u>	3 weeks	Facilitate adoption workshops, provide implementation guidance, support configuration decisions, and enable Customer administrators to configure, manage, and sustain the implemented workflows. , Optro may perform limited configuration activities in agreed areas based on Customer-provided requirements.	Actively participate in adoption workshops, including performing applicable configuration activities live during workshops, making timely design decisions, providing requested information where needed, reviewing workflow setup, and demonstrating readiness to manage applicable configuration and administration activities. For Optro-performed configuration activities, Customer is responsible for providing configuration requirements in Optro-provided formats and templates where required.
<u>Migration (if purchased)</u>	2 weeks	Review migration materials, perform agreed data loads, complete quality assurance activities, and support migration validation.	Prepare migration files, validate migrated data, and provide acceptance of migration results.
<u>Validate</u>	1 week	Facilitate readiness reviews, support validation activities, address agreed implementation items, and prepare for launch.	Execute end-to-end workflow validation, complete validation activities and provide feedback within 5 business days of the last adoption workshop.
<u>Launch</u>	2 weeks	Support launch activities, provide hypercare support, provide transition documentation, and transition Customer to Optro Support and Customer Success resources. .	Execute workflows, participate in launch activities, and assume ownership of ongoing administration and operation of the Services.

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

B. Implementation Term

1. Implementation Services, including any purchased add-ons (if any), commence on the Effective Date and expire six (6) months following the Effective Date (the "Service Term"), unless otherwise specified in this SOW. Implementation Services are intended to occur within a continuous implementation timeline. Any Implementation Services or purchased add-on services not completed prior to expiration of the Service Term shall be deemed expired and will require a new statement of work and corresponding fees before additional Implementation Services may be provided. Delays resulting from Customer resource availability, Customer dependencies, changes in scope, phased deployment requests, or other project delays do not extend the Service Term unless otherwise agreed in writing by the parties. Unused implementation activities, adoption workshops, expire upon expiration of the Service Term and have no cash value unless otherwise agreed in writing.
2. The "Launch Date" is the date on which the in-scope Implementation Services have been delivered to Customer and Customer has been provided access to utilize the configured Services in accordance with the agreed implementation scope.
3. Implementation Services shall be deemed complete upon the earliest of: (a) the Launch Date; (b) Optro's completion of the in-scope Implementation Services and transition of Customer to Optro Support and/or Customer Engagement; (c) expiration of the applicable Service Term identified in this SOW; or (d) written confirmation by Optro that all in-scope Implementation Services have been completed. Implementation Services not completed prior to expiration of the Service Term may require a new statement of work, revised scope, additional fees, or a mutually agreed extension.
4. Following completion of the Implementation Services, Customer assumes responsibility for the ongoing administration, maintenance, configuration, operation, and optimization of the Services.

C. Standard Implementation Assumptions and Limitation

1. Appendix A sets forth the adoption workshop allocations by module and subscription tier. Additional adoption workshops, or other services beyond the applicable allocation may require a change order and may result in additional fees and/or adjustments to the implementation timeline.
2. Optro will implement up to the number of applicable pricing units included in Customer's subscription purchase, including, without limitation, Users, Controls, records, assets, vendors, Departments, Autonomous Units, Credits, or other applicable licensing metrics.
3. Optro will assign implementation resources to support Customer's implementation based on the purchased Services, implementation scope, and project complexity. Optro may designate a primary implementation contact to coordinate delivery and may supplement delivery of Implementation Services with other qualified resources, including subject matter experts, technical resources, data migration resources, or support personnel, as needed.
4. Implementation Services are dependent on Customer's timely completion of Customer responsibilities, including participation in required meetings and workshops, completion of required training, provision of required information and data, timely review and feedback, timely approvals, and access to Customer's Optro environment and relevant Customer resources.
5. Delays in Customer responsibilities, changes in Customer availability, incomplete or inaccurate data, delayed decisions or approvals, requested changes in scope, or other Customer dependencies may result in adjustments to the implementation plan, timeline, fees, or scope.
6. Customers may be provided access to Optro Academy, Help Center materials, and other self-service enablement resources to support implementation readiness and adoption. Customer is responsible for completing any training or preparation activities identified by Optro as necessary for effective participation in implementation activities.
7. Implementation Services are provided based on the scope defined in the applicable Order and/or custom statement of work, this SOW, purchased add-ons, and the agreed implementation plan. Requests to expand implementation scope, including additional use cases, workflows, modules, business units, Departments,

teams, environments, migration activities, or other implementation services, may require additional review, revised scoping, a change order, adjustments to the implementation timeline, and additional fees.

8. 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 Services under the Order.

D. Module Specific Assumptions

1. If applicable, for AI Governance Services, Optro's implementation support is limited to explanation of the content and intended use of the platform functionality. Implementation Services do not provide guidance regarding how AI Governance content should be interpreted, applied, relied upon, or used for compliance, legal, regulatory, or risk management purposes.

E. Scope Changes and Completion of Implementation Services

1. Implementation Services include only those services expressly identified in this SOW and/or custom statement of work, and, the applicable Order, Appendix A. Any additional services, including, without limitation, additional adoption workshops, implementation support, data loads, training, reporting, integrations, or configuration changes requested after the completion of the implementation engagement, may require a change order and may result in additional fees and/or adjustments to the implementation timeline.

F. Out of Scope Services

Unless expressly included in this SOW, Appendix A, the applicable Order, or a mutually executed statement of work, the following are excluded from the scope of the Implementation Services:

1. custom software development;
2. custom integrations, integration development, custom dashboards, custom reports, analytics, or visualizations;
3. historical data migration;
4. additional data loads beyond those expressly included in scope;
5. data cleansing, transformation, reconciliation, or manual data entry activities;
6. business process consulting, operational consulting, or organizational change management services;
7. additional adoption workshops, training sessions, or implementation support beyond the applicable service allocations;
8. implementation services for additional teams, business units, modules, environments, or instances;
9. ongoing administration, maintenance, configuration, operation, monitoring, or optimization of the Services following completion of the Implementation Services;
10. any other services not expressly identified as included in this SOW.

G. Disclaimer

1. Unless otherwise agreed in writing, Implementation Services are delivered remotely and do not require travel by Optro personnel. Any requested onsite services are outside the standard scope of the Implementation Services

and must be mutually agreed upon in writing. Approved onsite services may result in additional service fees, and Customer shall reimburse Optro for all reasonable travel and related expenses incurred in connection with such onsite services, including, without limitation, transportation, lodging, and meals.

2. Unless otherwise agreed in writing, all Services, communications, training, implementation deliverables, and supporting documentation will be provided in U.S. English.
3. Optro'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 U.S. legal holidays. Requests to accommodate alternate time zones, non-standard business hours, or holiday schedules will be at Optro's discretion and subject to resource availability.
4. Implementation Services are dependent upon Customer's timely participation and fulfillment of Customer responsibilities identified in this SOW. Optro is not responsible for delays resulting from Customer resource availability, incomplete or inaccurate information provided by Customer, Customer dependencies, or delays caused by third-party systems, vendors, or service providers.
5. Optro may reasonably adjust the implementation plan, resource assignments, meeting cadence, implementation schedule, and sequence of implementation activities as necessary to support delivery of the Implementation Services, provided the overall scope of purchased services is not materially reduced.

H. General Delivery Assumptions

1. Optro is not engaged in rendering auditing, accounting, legal, regulatory, compliance, risk management, or other professional or expert advice. Any guidance provided by Optro in connection with the Implementation Services is limited to implementation of the Services and use of Optro's software functionality.
2. Customer is solely responsible for determining whether and how to adopt any configuration, workflow, content, or process recommendations provided by Optro. Customer remains responsible for all decisions relating to Customer's audit, compliance, risk, internal control, regulatory, reporting, and business obligations.
3. Optro will not undertake or perform, and Customer will not request that Optro undertake or perform, any obligations of Customer, whether regulatory, contractual, operational, or otherwise. Optro will not assume responsibility for the management of Customer's compliance, risk, internal audit, Sarbanes-Oxley, reporting, or business functions, form part of Customer's internal control structure, or act in a manner that would create the impression that Optro is a member of Customer's management or an employee of Customer.
4. Optro will not provide third-party copyrighted content, including, without limitation, risk assessment frameworks, audit programs, control frameworks, regulatory content, templates, or other third-party materials, unless specifically included in the applicable Service. Customer is responsible for obtaining any rights, licenses, or permissions required for Customer-provided content.
5. If requested by Customer, Optro may provide a temporary sandbox environment to support implementation activities, including configuration review, testing, validation, training, and migration validation, where applicable. Temporary sandbox environments are available through completion of the implementation engagement unless Customer has purchased a permanent sandbox environment. Availability of sandbox environments may vary by module and subscription type. Certain modules may not support temporary sandbox environments.

I. Scope Changes and Change Order Process

1. Any change to the scope, schedule, cost, assumptions, service allocations, or delivery approach for the Implementation Services may require a change order. This includes, without limitation, changes to configuration, roles, team-based access, mass data uploads, data migration, additional adoption workshops, additional

training, additional implementation support, additional teams, business units, modules, environments, instances, or changes requested after data load, configuration, validation, or launch.

2. Customer delays, including delays in completing Customer responsibilities, providing required data or information, participating in meetings or workshops, completing required training, providing feedback, reviewing configuration, approving design decisions, or validating the Services, may impact the implementation timeline and may require a change order if Optro determines that additional effort, rework, rescheduling, or replanning is required.
3. If either party identifies a requested or required change that may impact scope, schedule, cost, or resource needs, the parties will work together in good faith to evaluate the change. Optro will provide Customer with a proposed change order describing the requested change, estimated impact to scope, schedule, fees, and any related assumptions, as applicable.
4. No change to the Implementation Services will be binding unless documented in a change order or other written agreement signed by each party's authorized representative. Optro is not obligated to begin work on any out-of-scope services, additional services, or changed services unless and until the applicable change order is executed.
5. If Customer does not approve a proposed change order, Optro will continue performing the in-scope Implementation Services to the extent reasonably practicable, provided that Optro is not required to perform services impacted by the unresolved change request.
6. Work performed by Optro to review, scope, estimate, or respond to a change request shall not be chargeable to Customer under this SOW unless otherwise agreed in writing.

Appendix A - Adoption Workshop Allocation by Module and Subscription Tier

1. Adoption Workshops are collaborative working sessions conducted during the Adopt phase of the implementation. The purpose of these workshops is to review Customer's business processes, determine how those processes should be supported within Optro, configure the purchased Services accordingly, and help Customer administrators understand how to manage and maintain the implemented workflows after launch. One (1) workshop day consists of up to four (4) hours of workshop delivery time (each, a "Service Hour").
2. During Adoption Workshops, Optro will facilitate discussions regarding process design, workflow requirements, configuration options, and implementation best practices. Configuration activities may be performed live within Customer's Optro environment as decisions are made.
3. Adoption Workshops require active participation from Customer. Customer is expected to provide knowledgeable participants, including administrators, process owners, subject matter experts, and decision makers, as appropriate. Customer is responsible for making timely decisions regarding workflow design, configuration preferences, user access, and other implementation requirements.
4. To maximize implementation progress and continuity, Optro recommends scheduling Adoption Workshop Days within close proximity to one another, ideally within the same week whenever practical. Extended delays between workshops may impact implementation efficiency and overall project timelines.
5. Customer is expected to complete any required training, preparation activities, documentation, or data readiness activities identified by Optro prior to each Adoption Workshop. Failure to complete required preparation activities may reduce workshop effectiveness and impact the implementation timeline.
6. Adoption Workshop allocations are intended to support process discussions, workflow design, configuration activities, and implementation guidance. Training services, data migration services, and other add-on services are not included unless expressly purchased.

<u>Module</u>	<u>Workshop Days</u>
Controls Management	2
OpsAudit	2
CrossComply	2
RiskOversight	2
IT & Cyber Risk Management	2