



**AUDITBOARD TECHNICAL ACCOUNT MANAGEMENT SUBSCRIPTION LICENSING TERMS**

These Technical Account Management (“TAM”) Subscription Licensing Terms (these “TAM Terms”) govern your subscription to the Technical Services and are issued pursuant to the Agreement between Customer and AuditBoard and shall be effective as of the Order Effective Date of the Order. In these TAM Terms, “Order” refers to the applicable Order executed by the parties that further describes the Technical Services.

Any capitalized terms not otherwise defined herein shall have the meaning attributed in the Agreement.

1. **Technical Services.** Under these TAM terms, certain technical consulting and educational services will be provided to Customer by an experienced AuditBoard TAM, with sufficient knowledge of the Service to provide guidance, solution options, and recommendations as it relates to the Service, as further described in these TAM Terms (“Technical Services”). These TAM Terms shall be deemed part of and subject to the Agreement. In the event of a conflict between these TAM Terms and the Agreement, these TAM Terms shall take precedence over the provisions of the Agreement so far as the subject matter concerns the delivery of Technical Services.
2. **Subscription Structure.** The TAM is structured as a full year subscription (“TAM Subscription”). The TAM will work with Customer to jointly establish the overall TAM Subscription plan with near and longer-term priorities. The TAM will provide weekly project status and quarterly project meetings to review work progress and to jointly adjust and define priorities.
3. **Description of Technical Services.** During the TAM Subscription Term, AuditBoard will provide the following level of TAM based on the level subscribed to in the Order (“TAM Services”).

**TAM Responsibilities:**

Category	Title	Description of Service	Essentials	Professional	Advanced
Technical Partnership	Working Sessions	Scheduled technical consultation sessions focused on platform design guidance, configuration optimization, and success planning and adoption. Sessions are conducted remotely for up to 2 hours per session.	Monthly	Biweekly	Weekly
	Technical Business Reviews	Structured reviews covering technical maturity, platform utilization, design analysis, and strategic alignment recommendations. Includes platform analytics and system optimization recommendations to help platform users to realize full value.	Quarterly	Monthly	Monthly
	Core User Training	Contextualization of technical training materials and customized technical training sessions focused on platform functionality and administration targeted for Core Users and platform admins.	-	Monthly	Monthly
	End User Training	Structured training sessions focused on platform functionality and best practices, customized based on role and use case requirements, targeted to larger audiences of Stakeholder Users.	-	Annually	Quarterly
	Platform Design	Comprehensive design of data structure, relationships, workflows and permission for all modules included in the platform.	X	X	X
	Continuous Configuration Optimization	Ongoing optimization services for platform configuration, ranging from core functionality to complex business process implementation and custom workflows. This service excludes full standard implementation services including those tied to additional contracts and SOWs within the same account.	-	X	X

	Platform Documentation	Creation and maintenance of customer-specific technical documentation including configuration specifications and architectural diagrams.	-	-	X
	Sandbox Environment Management	If a sandbox environment is purchased by Customer, coordinate with customers on optimized usage of Sandbox including testing and validating of configuration changes prior to production deployment, and experimenting beta release features and functionality for participating customers.	-	-	X

**Exclusions from scope:**

- Customized dashboards
- Customized training other than what is outlined in the TAM responsibilities above;
- Process/terminology documentation: TAM can create and maintain process/terminology documentation during the TAM Subscription Term. AuditBoard will not be responsible for maintaining such documentation after the termination/expiration of the Order;
- Product development or custom feature delivery;
- Access to service personnel outside of defined Business Hours;
- Implementation or reimplementations procedures. For clarity, Technical Services do not include the delivery of implementation services set forth in any Implementation SOW referred to in the Order;
- Support of any third-party products or services used by Customer and AuditBoard will not be liable for any such third-party products or services; and
- Any services or activities not expressly listed in these TAM Terms. The parties agree that no additional activities or services are implied under these TAM Terms.

AuditBoard's normal business hours for Technical Services are 8:30 a.m. to 5:00 p.m. Pacific Time or Eastern Time based on Customer's determined preference, 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. In no event shall the TAM work more than 8 Business Hours in one day for Customer.

4. **Change Control Procedure.** Changes to any agreed Technical Services may be made only in writing executed by both parties (a "Change Order"), and AuditBoard shall have no obligation to commence work in connection with any Change Order until such time.
5. **Communication.**
  - 5.1 The Technical Services will be facilitated virtually via web conference and email communication and will not be performed at Customer's office locations.
  - 5.2 All Technical Services, Deliverables (defined below in section 8), agreements, communications and documentation delivered by either party will be written, executed, and/or delivered (as the case may be) in the English language. Any translation into any other language will be at the discretion and cost of the Customer.
6. **Customer Obligations.**
  - 6.1 Assistance. Customer agrees to provide AuditBoard with reasonable assistance to facilitate AuditBoard's performance of Technical Services, including the timely provision of complete and accurate information, including a clear description of the issue, related configuration and log files, cooperation to reproduce errors, as well as reasonable access to Customer Materials (defined below in section 6.2), knowledgeable and appropriate resources and personnel to actively participate in the Technical Services, and equipment or facilities to the extent such access is necessary for the provision of Technical Services.
  - 6.2 Customer Materials. Customer hereby grants AuditBoard a limited right to use any Customer materials provided to AuditBoard in connection with Technical Services (the "Customer Materials") solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all Intellectual Property Rights) in the Customer Materials. Customer represents and warrants to AuditBoard that Customer has sufficient rights in the Customer Materials to grant the rights granted to AuditBoard in this section and that the Customer Materials do not infringe or violate the Intellectual Property Rights, publicity rights, privacy rights or any other rights of any third party.
  - 6.3 Cooperation. Customer will ensure its personnel and agents reasonably cooperate with the TAM in a professional and courteous manner. Customer will, in good faith, take actions necessary to meet all dates agreed upon by AuditBoard and Customer. Customer acknowledges and agrees that delays caused by incorrect or incomplete Customer-provided information and Customer's failure to timely meet obligations may result in delays and/or other impacts to AuditBoard's ability to provide the Technical Services. AuditBoard shall have no liability and shall be excused from the performance of Technical Services with respect to its inability to perform such Technical Services to the extent caused by Customer's failure or delay to provide necessary Customer Materials in a timely manner.

7. **Access to Customer Data.** Customer will provide the TAM, and other supporting AuditBoard personnel or subcontractors as necessary access to such Customer Data, subject to the following terms and conditions:
- 7.1 Customer is solely responsible for ensuring that both the duration and configuration of the scope of access to Customer Data is strictly limited to the access required under the TAM Services;
  - 7.2 Such access may not extend past the Term of the applicable TAM Services and will be limited to the AuditBoard Service;
  - 7.3 Customer is solely responsible for access control management. Access to Customer Data can be disabled by Customer at any time in the application settings; and
  - 7.4 AuditBoard may only access Customer Data through secure workstations and networks that are provided, monitored, managed, configured, supported and maintained by AuditBoard.
- Notwithstanding the foregoing, the parties agree that AuditBoard will not have access to Customer systems, Customer networks or Customer applications (other than access to Customer's AuditBoard account, as permitted by Customer) in performance of the Technical Services and Customer will not grant AuditBoard such access.
8. **Deliverables and AuditBoard Technology.**
- 8.1 **License to Deliverables.** AuditBoard hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables solely in connection with such Customer's use of the AuditBoard Service during the period in which such Customer has valid access to the AuditBoard Service. "**Deliverables**" means anything provided to Customer in connection with the Technical Services, including, but not limited to all deliverables, work product, code (including SQL queries) and any derivative, enhancement or modification thereof, but does not include any Customer Data.
  - 8.2 **License to Tools.** Notwithstanding any other provision of these TAM Terms: (a) nothing herein shall be construed to assign or transfer any Intellectual Property Rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by AuditBoard to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables or as otherwise agreed by Customer; and (b) the term "**Deliverables**" shall not include the Tools. Tools are AuditBoard's Confidential Information.
  - 8.3 **Restrictions.** Customer shall not (and shall not permit any third party to): (a) use, copy or distribute the Deliverables or Tools except as expressly permitted herein; (b) reverse engineer, decompile or disassemble any Deliverables; or (c) modify or create any derivative work of the Deliverables.
  - 8.4 **AuditBoard Ownership.** Except as expressly provided in section 8.1 (License to Deliverables), AuditBoard does not grant any rights or licenses to Customer under its Intellectual Property Rights, whether express or implied. Notwithstanding anything to the contrary herein, except as expressly provided in section 8.1 (License to Deliverables), AuditBoard and its suppliers have and will retain all right, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other Intellectual Property Rights) in and to: (a) the AuditBoard Service; (b) the Deliverables; (c) any AuditBoard know-how, tools, methodologies, techniques or expertise used or embodied in any Technical Services or Deliverables; (d) any and all related and underlying technology and documentation; and (e) any modifications, improvements and derivative works thereof created by or for AuditBoard (including to the extent incorporating Feedback) ("**AuditBoard Technology**"). Notwithstanding anything to the contrary herein, AuditBoard may freely use and incorporate into AuditBoard's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer relating to AuditBoard's products or services ("**Feedback**").
9. **Disclaimers and Assumptions.**
- 9.1 AuditBoard will use commercially reasonable efforts to provide Technical Services in a professional and workmanlike manner and to address Customer requests, but AuditBoard does not guarantee resolution of such requests.
  - 9.2 AuditBoard is not engaged in rendering auditing, accounting, legal or other professional or expert advice. If requested by Customer, the TAM 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.
  - 9.3 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.
  - 9.4 AuditBoard will not provide any third-party copyrighted contents, which includes, but is not limited to: risk assessment frameworks, audit programs, control frameworks. If necessary, Customer is expected to procure the rights to such contents and provide them to AuditBoard.
  - 9.5 Customer will be responsible for determining if, how and when it will implement any recommendations made by AuditBoard.
  - 9.6 Unless otherwise agreed to by the parties, all electronic and hard copy versions of any Deliverables are provided for Customer's internal purposes only. Customer is prohibited from reselling or sublicensing any Deliverables. Customer may not utilize the Deliverables to replicate or attempt to perform the Technical Services or to develop or attempt to develop any of the products described in such Deliverables. Deliverables are not subject to any maintenance, support or updates. Customer may use such Deliverables only as part of its authorized use of the Service.

9.7 Customer may not record, film, stream or otherwise capture in video or audio format any performance or aspect of the Technical Services.

10. **Independent Contractor.** AuditBoard's relationship with Customer will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in these TAM Terms shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and for its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of these TAM Terms. AuditBoard reserves the right to use third-parties (who are under a covenant of confidentiality with AuditBoard) to provide any Technical Services described hereunder.