AUDITBOARD

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT is between AuditBoard and Customer (as designated in the Order) as of the Effective Date (defined below). The parties agree as follows:

1 PROVISION OF SERVICE. AuditBoard shall make the Service (as defined in the applicable Order) available to Customer, its Affiliates and Authorized Parities for whom Customer enables access solely for internal business purposes of Customer and its Affiliates which is subject to this Agreement, the SLA, and the Documentation. The Service is provided in U.S. English.

2 CUSTOMER OBLIGATIONS. Customer shall have sole responsibility for the accuracy, quality, and legality of all Customer Data; shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify AuditBoard promptly of any unauthorized access or use. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights in connection with the Service; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer acknowledges and agrees that Audit Board is not a "Business Associate" under HIPAA and will not provide any protected health information to AuditBoard. Customer is responsible for its Affiliates and Authorized Parties compliance with the Agreement and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer.

3 PROPRIETARY RIGHTS:

3.1 Ownership. As between AuditBoard and Customer, Customer owns all right, title and interest to its Customer Data. As between AuditBoard, and AuditBoard's licensors, AuditBoard or its licensors own all right, title and interest to the Service, Documentation, and other AuditBoard Intellectual Property Rights. Except for the limited rights expressly granted to Customer hereunder, AuditBoard reserves all rights, title and interest in and to the Service and Documentation, including all related Intellectual Property Rights. Customer hereby grants AuditBoard a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. AuditBoard will have no obligation to make Customer Input an improvement. Customer will have no obligation to provide Customer Input.

3.2 Restrictions: Customer shall not (1) license, sublicense, sell, resell, lease, transfer, assign, distribute, time share, offer in a service bureau or otherwise commercially exploit or make any part of the Service or Documentation available to any third party; (2) modify, copy, or create derivative works based upon any part of the Service or Documentation; (3) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; (4) provide any protected health information (as defined under the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act, both as amended, including their implementing regulations promulgated at 45 C.F.R. Parts 160 and 164), payment card information, or information relating to identified or identifiable individuals other than Users ("Highly-Sensitive Data"); (5) attempt to gain unauthorized access to the Service or its related systems or networks; (6) reverse engineer or otherwise attempt to discover the underlying source or object code, structure or ideas of the Service; or (7) share login credentials between more than one individual User. Customer understands and agrees that the Service is not designed to any specific security requirements for Highly Sensitive Data. Customer is responsible for determining if the Service meets Customers needs with regard to the data and information Customer intends to load into the Service Customer is responsible for the activity of all its Users under the Agreement and shall take all commercially reasonable steps to prevent unauthorized access to or use of the Service and notify AuditBoard promptly of any such unauthorized access or use.

4 PAYMENT OBLIGATIONS.

4.1 Fees and Payment. Customer will pay all fees and charges in accordance with the terms contained in each Order. Except as set forth herein, all Order are non-cancelable and all payments are non-refundable. The Subscription Fees and Included Use cannot be reduced during the relevant subscription term stated on the Order absent a written amendment executed by the parties. Customer will maintain accurate billing information with AuditBoard throughout the term and will promptly provide updates should their billing information change. Upon AuditBoard's request, Customer shall make payments via electronic bank transfer.

4.2 Taxes and Fees. Customer is solely responsible for paying all taxes, duties, levies, tariffs and government charges on the Service (including, to the extent applicable, VAT) except for those based on AuditBoard's net income or property which shall remain the responsibility of AuditBoard. An interest rate of 1.5% per month will be assessed on overdue invoices which are not subject to a good faith dispute between the parties. Except as otherwise specified in an Order, all fees due hereunder shall be paid in U.S. Dollars. If AuditBoard has a legal obligation to pay or collect taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the Order which will be used as the ship-to address, and invoiced to and paid by Customer, unless Customer provides AuditBoard with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3 Suspension for Non-Payment. Except for Subscription Fees that are subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and AuditBoard has provided at least 30 days written notice to Customer, AuditBoard may suspend the Service, without liability to Customer, until such amounts are paid in full.

5 CONFIDENTIALITY. Each party or its Affiliates (the "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party or its Affiliates (the "Discloser") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need-to-know basis to its Affiliates, Authorized Parties, contractors, and service providers, who are bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior written notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

6 DATA SECURITY.

6.1 AuditBoard shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Service and Customer Data in accordance with the AuditBoard Security Policy. Upon Customer's request, AuditBoard will provide a copy of the Audit Reports. Customer Data shall only be used to provide the Service, to prevent or address service or technical problems, Service improvements, in accordance with the Agreement and the Documentation, or Customer instructions. Except with respect to a Free Trail, to the extent Audit Board processes Personal Data, it will only be processed in accordance with the Data Processing Addendum.

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6.2 Each party shall: (1) notify the other party without undue delay of any unauthorized copying, distribution, disclosure or processing of any Confidential Information (each a "Data Security Incident") upon becoming aware of such Data Security Incident unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period required by Law except that Customer is not required to notify AuditBoard unless Customer reasonably determines there is a threat to the Service; (2) report to the other party promptly thereafter with such details as the other party may reasonably require regarding such Data Security Incident; and (3) use reasonable efforts to immediately stop any unauthorized copying, distribution, disclosure or processing of a party's Confidential Information.

7 WARRANTIES.

7.1 Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. AuditBoard warrants that during the Term of the Agreement: (1) the Service will perform materially in accordance with applicable Documentation and (2) to the best of AuditBoard's knowledge the Service does not contain, and AuditBoard will not knowingly introduce, any Malicious Code. AuditBoard shall correct the non-conforming Service at no additional charge to Customer, and in the event AuditBoard is unable to correct such deficiencies after good-faith efforts, AuditBoard shall refund Customer amounts paid attributable to the defective Service from the date AuditBoard received such notice. Customer shall use commercially reasonable efforts to notify AuditBoard in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify AuditBoard within that period will not affect Customer's right to receive warranty remedies unless AuditBoard is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) above must be made through AuditBoard's then-current error reporting system; whereby notices of breaches of any other warranty must be made in writing to AuditBoard in accordance with the notice provisions of this Agreement. The remedies set forth in this section will be Customer's exclusive remedy and AuditBoard's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with section 10 (Termination).

7.2 DISCLAIMER. WITH THE EXCEPTION OF THE REPRESENTATIONS SET FORTH IN THIS SECTION, AUDITBOARD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER AND DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AUDITBOARD DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7.3 ASSUMPTION. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SERVICE, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE SERVICE. AUDITBOARD AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE AND ARE NOT RESPONSIBLE FOR HOW THE SERVICE IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE SERVICE AND ANY DECISIONS THE CUSTOMER MAY MAKE BASED ON THE CUSTOMER'S USAGE OF THE SERVICE.

8 INDEMNIFICATION.

8.1 AuditBoard Indemnification. AuditBoard shall defend Customer, and its Affiliates, offers, directors, employees, attorneys and agents against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. AuditBoard shall have no indemnification obligation for claims arising from (1) any infringement arising from the use or combination of the Service, or any part thereof, with other products, processes or materials not provided by AuditBoard, if the Services or use thereof would not infringe without such combination; (2) any modification to the Service made by anyone other than AuditBoard or its personnel; or (3) Customer's use of the Service that is inconsistent with, or contrary to, the terms of this Agreement. AuditBoard may, in its sole option, obtain for Customer the right to continue to use the Service or replace or modify the Service so that they are no longer infringing. If neither of the foregoing options is reasonably available to AuditBoard, then either party may terminate the Agreement and AuditBoard's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

8.2 Customer Indemnification. Customer shall defend AuditBoard, and its Affiliates, officers, directors, employees, attorneys and agents from and against claims and associated finally awarded costs and damages and reasonable expenses (including attorneys' fees and costs) arising out of a Claim alleging that the use of (1) Customer Data or (2) data submitted by Customer, its Affiliates, or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-parties rights or Laws and Customer shall indemnify and hold AuditBoard Indemnitees harmless against any Losses relating to such Claim.

8.3 Conditions. The indemnitor's obligations in sections 8.1 and 8.2 are conditioned on the indemnitee: (1) promptly giving written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (2) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (3) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 8.1 through 8.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

9 LIMITATION OF LIABILITY.

9.1 EXCEPT WITH RESPECT TO (1) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (2) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND (3) CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S OR ANY OF ITS AFFILIATES, LICENSORS, OR SUBCONTRACTORS' AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, SUCH PARTY'S TOTAL AGGREGATE LIABILITY SHALL BE INCREASED TO TWENTY-FOUR (24) MONTHS FEES .

9.2 IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, LICENSORS, OR SUBCONTRACTORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OR IN ANY WAY CONNECTED WITH THIS SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF SUCH PARTY HAS BEEN

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PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED AUDITBOARD'S LOST PROFITS.

10 TERM AND TERMINATION.

10.1 Term. The Agreement shall remain in full force and effect for so long as the parties maintain an active Order. Either party may terminate this Agreement: (1) for a material breach by the other party that is not cured within thirty (30) days after written notice of such material breach, or (2) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated, all Order are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under section 10.3).

10.2 Refund Upon Termination. If Customer terminates this Agreement pursuant to section 10.1, AuditBoard shall refund Customer any prepaid Subscription Fees covering the remainder of the Term of all Subscription Fees after the effective date of termination. If AuditBoard terminates this Agreement pursuant to Section 10.1, Customer must pay any unpaid Subscription Fees covering the remainder of the term of all Orders after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay fees payable to AuditBoard for the period prior to the effective date of termination.

10.3 Retrieval of Customer Data. If this Agreement is terminated, AuditBoard will provide access to Customer Data for thirty (30) days from the effective date of termination so that it can be downloaded by Customer in the same format it was provided by Customer. Customer agrees and acknowledges that AuditBoard has no right or obligation to retain Customer Data for more than thirty (30) days after the effective date of termination or expiration and will destroy Customer Data in its possession or control thirty (30) days after the effective date of termination or expiration of this Agreement.

10.4 Suspension. If AuditBoard reasonably determines that Customer's use or access of the Service is causing a material risk to the security or operation of AuditBoard or any of its customer or to the continued normal operation of the other AuditBoard customers (each a "Deployment Risk"), then AuditBoard may, at any time:

10.4.1 Immediately suspend Customer's access, in whole or in part, to the Service causing the Deployment Risk, until such Deployment Risk is resolved; or

10.4.2 As a final option, where AuditBoard has first used all commercially reasonable efforts to mitigate the Deployment Risk, AuditBoard may terminate the affected Service(s).

11 MISCELLANEOUS.

11.1 Relationship of the Parties. Customer agrees that AuditBoard is acting as an independent contractor in the performance of all services provided hereunder and no joint venture, partnership, employment, or agency relationship exists between Customer and AuditBoard. Unless otherwise specifically set forth herein, there are no third-party beneficiaries to the Agreement.

11.2 Entire Agreement. This is the entire Agreement of the parties relating to this subject and it supersedes all other commitments, negotiations and understandings. In the event of a conflict, the provisions of an Order shall take precedence over provisions of this Agreement and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement cannot be amended except by a writing signed by both parties. This Agreement cannot be assigned without written consent of the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement without the consent of the other party in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets so long as the assignee agrees to be bound in writing by all of the terms of this Agreement and all past due Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.3 Force Majeure. Except for payment obligations, neither party will be liable to the other for any delays or failure in performance of any obligation under this Agreement in the event of and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party, provided that the party prevented or delayed from performance immediately notifies the other party of such disability and resumes performance as soon as possible following removal of the disability.

11.4 Governing Law. This Agreement is made in and shall be governed by the laws of the State of California without reference to conflicts of laws. Any action arising under or related to this Agreement will be resolved in the state or federal courts (and the parties hereby consent to personal jurisdiction) in the County of Los Angeles, California. The prevailing party is entitled to recover all reasonable fees, costs and expenses of enforcing its rights, including reasonable attorneys' fees. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.5 Counterparts. Multiple signature pages, signatures delivered via pdf copy or fax, and electronic signatures will all constitute originals and together constitute the same instrument.

11.6 Notice. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (1) personal delivery; and (2) the third business day after first class mailing. Notices to AuditBoard shall be sent to the address shown in the Order addressed to the attention of its General Counsel with a copy sent by email to legal@auditboard.com. Notices to Customer shall be sent to the address shown in the Order addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

11.7 Publicity. Customer hereby grants AuditBoard the right to use Customer's name and/or logo in AuditBoard's marketing materials and on its website.

11.8 Insurance. AuditBoard will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A. M. Best rating of A-. Upon Customer's written request, AuditBoard shall provide a certificate of insurance evidencing the following coverages: (1) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident; (2) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, with an aggregate limit of no less than $2,000,000. This General Liability (and/or Umbrella Liability) policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement; and (3) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $5,000,000 per occurrence and in the aggregate.

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11.9 Free Trials. If Customer uses a Free Trial, then the applicable provisions of this Agreement will Govern that Free Trial, and AuditBoard will make such Free Trial available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the trial period for which Customer agreed to use such Free Trial, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) termination of the Free Trial by Audit Board in its sole discretion. A free trial period may be extended upon mutual agreement by AuditBoard and Customer. Notwithstanding anything to the contrary in this Agreement, a Free Trial is provided "AS IS." AUDITBOARD MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL. AUDITBOARD SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE AUDITBOARD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL IS US$5,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9 (LIMITATION OF LIABILITY), CUSTOMER SHALL NOT USE THE FREE TRIAL IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL. ANY DATA AND CONFIGURATION ENTERED INTO CUSTOMER'S FREE TRIAL ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL.

12 DEFINITIONS. The following definitions shall apply as herein:

12.1 "Affiliate" means with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by or is under common control with such party. "Control", "controls", or "controlled" with respect to this definition of "Affiliate" means the ability to direct the management and policies of an entity, whether through the ownership of more than 50% of the voting interest of the subject entity.

12.2 "Agreement" means the Subscription Agreement, the attached exhibits, and any executed Order.

12.3 "AuditBoard" means AuditBoard, Inc., a Delaware corporation with a place of business at 12900 Park Plaza Drive, Suite 200, Cerritos, CA 90703.

12.4 "Audit" means a project created by Customer within the Service's OpsAudit module during a given Year consisting of one or more work steps.

12.5 "Audit Reports" means the most recently completed SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by AuditBoard's independent third-party auditor.

12.6 "Authorized Parties" means Customer's or an Affiliate's User's and third-party providers who are authorized by Customer (1) in writing, (2) through the Service as a limited User, or (3) by system integration or other data exchange process to access the Service and Customer Data.

12.7 "Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

12.8 "Compliance Framework" means a structured set of guidelines that details processes for maintaining accordance with established regulations, specifications or legislation such as, but not limited to, Payment Card Industry Data Security Standard (PCI DSS) and/or General Data Protection Regulation (GDPR).

12.9 "Confidential Information" means (1) any software utilized by AuditBoard in the provision of the Service and its respective source code; (2) Customer Data; (3) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the Discloser as "confidential" or "proprietary" or the Recipient knows or should reasonably know is confidential or proprietary; and (4) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party.

12.10 "Control" means, collectively, Tested Controls and Non-Tested Controls.

12.11 "Customer Data" means electronic data and information supplied by or on behalf of Customer to the Service.

12.12 "Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Users and/or Affiliates relating to the operation or functionality of the Service.

12.13 "Data Processing Addendum" or "DPA" means the Data Processing Addendum located at: https://auditboard.com/enterprise-agreements/.

12.14 "Documentation" means AuditBoard documents generally made available to customers that may aid in the use and operation of the Service, which may be updated by AuditBoard from time to time in its sole discretion.

12.15 "Effective Date" means the Order Effective Date of the first Order between the parties.

12.16 "Free Trial" means any AudtiBoard service or functionality that AuditBoard makes available to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "pre-GA," "pilot," "developer preview," "free trial," "evaluation," "proof of concept (POC)," "sandbox" or by a similar designation.

12.17 "Key Report" means a report, spreadsheet or any other information or evidence provided by Customer that is separately tested within the Service.

12.18 "Law" means any local, state, national and/or foreign laws, treaties and/or regulations applicable to the respective party.

12.19 "Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

12.20 "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

12.21 "Non-Tested Control" means having the ability to only document control information and control test information on a single control page within the Service.

12.22 "Risk" means having the ability to document risk information on a single Risk page within the Service.

12.23 "Tested Control" means having the ability to document control information, control test information, and control testing results on a single control page within the Service.

12.24 "Security Policy" means the Security Policy located at: https://auditboard.com/enterprise-agreements/.

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12.25 "SLA" means the Service Level Availability policy located at: https://auditboard.com/enterprise-agreements/ and which may be updated by AuditBoard from time to time.

12.26 "User" or "Users" means the Customer and Customer's employees, agents, consultants each (i) who are under the direction or supervision of Customer's internal audit or compliance functions and (ii) who are authorized to use the Service and have been supplied User identifications and passwords by Customer (or by AuditBoard at Customer's request). A "Stakeholder" is a limited User as further defined in the applicable Order. A "Core User" is any User other than a Stakeholder.

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