

## 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 USE OF SERVICE.**

- 1.1 Provision of Service.** AuditBoard shall make the Service (as defined in the applicable Order) available to Customer, its Affiliates and Authorized Parties 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.
- 1.2 Affiliates.** Customer Affiliates may purchase the Service from AuditBoard, as applicable, by executing an Order which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and AuditBoard. If the Customer Affiliate resides in a different country than Customer, then the Order may include modifications to terms applicable to the transaction(s) (including, but not limited to, tax terms and governing law).

### **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; or (3) knowingly send or store Malicious Code in connection with the Service. 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 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 Sensitive Data. Customer is responsible for determining if the Service meets Customer's needs with regard to the data and information Customer intends to load into the Service and Customer is responsible for the activity of all its Users under the Agreement.

### **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 Orders are non-cancelable and all payments are non-refundable. The Subscription Fees and Included Use stated on an Order cannot be reduced during the relevant subscription term 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.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes, digital sales taxes or similar taxes (collectively "Taxes"). Customer is solely responsible for paying all Taxes except for those based on AuditBoard's net income or property which shall remain the responsibility of AuditBoard. 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. Customer must be willing to provide the appropriate tax exemption certificate and indirect tax registration ID when requested by AuditBoard. If no taxes are collected by AuditBoard, Customer may be liable to self-assess for taxes to the appropriate taxing authority. Customer may be required to provide confirmation to AuditBoard that it has undertaken such an obligation. To the extent the Customer has Users based outside of the taxing jurisdiction, based on the ship-to address, Customer is responsible for the appropriate sourcing of taxes and may be liable to self-assess and self-report taxes to the appropriate taxing authorities. Except as otherwise specified in an Order, all fees due hereunder shall be paid in U.S. Dollars. Payment of Fees shall not be conditioned upon completion of Customer on-boarding forms, purchase orders, or AuditBoard's use of Customer's billing and other portals. AuditBoard shall be under no obligation to use any billing portal. 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.
- 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. For purposes of clarification, this Section 5 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need-to-know basis to its Affiliates, contractors, and service providers, including third party submission tools or online portal providers required by the Discloser for proposal submissions ("Representatives") who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. 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. AuditBoard shall not materially decrease the protections provided by the controls set forth in AuditBoard's Security Policy and Audit Reports. 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. To the extent AuditBoard processes Personal Data, it will only be processed in accordance with the Data Processing Addendum.
- 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; (2) the functionality of the Service will not be materially decreased; and (3) 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) and (2) 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 (Term and Termination).
- 7.2 DISCLAIMER. WITH THE EXCEPTION OF THE REPRESENTATIONS SET FORTH IN THIS AGREEMENT, 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, officers, 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 Loss arising from such third-party Claim. AuditBoard shall have no indemnification obligation for claims arising from: (1) 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 any third-party Claim brought against AuditBoard 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 harmless against any Loss 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 FOR THE SERVICE DURING THE 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 FEES ACTUALLY PAID UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE.
- 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 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.
- 9.3** Direct Damages. If AuditBoard materially breaches this Agreement, AuditBoard shall reimburse Customer, subject to 9.1, for reasonable costs and expenses actually paid to third parties for: (1) amounts paid to affected third parties as damages or settlements arising from such breach; (2) fines and penalties imposed by governmental authority arising from such breach; and (3) legal fees, including reasonable attorneys' fees, to defend against third party claims arising from such breach.

## 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 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 Orders 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 or expired, AuditBoard will provide access to Customer Data for 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 30 days after the effective date of termination or expiration and will destroy Customer Data in its possession or control 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).
- 10.5** Survival. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual property ownership, permitted use, license compliance, limitation of liability, privacy, and the "Miscellaneous" section in this Agreement.

## 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. To the extent any subcontractors are utilized by AuditBoard in providing the Service, AuditBoard will remain responsible for the full performance of the Services and for the acts or omissions of any subcontractor arising from, or relating to, the services performed by such subcontractor. 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. Customer shall not require AuditBoard to comply with additional contractual or policy requirements not already contained in this Agreement.

- 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 caused by unforeseeable events beyond that party's reasonable control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.
- 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. Notwithstanding the foregoing, for any Customers registered in the United Kingdom, European Economic Area, or Canada, the country-specific provisions located in Appendix 1 shall replace or supplement the equivalent provisions of the Agreement depending on the following: (a) if Customer is executing its Order Form with AuditBoard and is located in Canada then the "Canada" provisions apply; (b) if Customer is executing its Order Form with AuditBoard and is located in the United Kingdom or European Economic Area then the "United Kingdom or European Economic Area" provisions apply. 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- at the time of policy inception. 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 of not less than \$1,000,000 per accident; (2) Commercial General Liability insurance including coverage for products liability, completed operations, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; 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 claim and in the aggregate.
- 11.9 Export.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (1) is located in a country that is subject to a U.S. government embargo; (2) is listed on any U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 11.10 Anti-Corruption.** Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) obtain or retain business, or direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.
- 11.11 Severability; Interpretation.** If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of this Agreement.
- 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 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 Reports**" means the most recently completed SOC2 audit reports and ISO 27001 Certifications or comparable industry-standard successor report prepared by AuditBoard's independent third-party auditor.
- 12.5** "**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.
- 12.6** "**Claim**" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.
- 12.7** "**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 and other significant and valuable business information that would otherwise be considered to be trade

secrets under Law 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.

- 12.8** “Customer Data” means electronic data and information supplied by or on behalf of Customer to the Service.
- 12.9** “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.
- 12.10** “Data Processing Addendum” or “DPA” means the Data Processing Addendum located at: <https://auditboard.com/enterprise-agreements/>.
- 12.11** “Documentation” means AuditBoard documents generally made available to customers that may aid in the use and operation of the Service, technical usage guides or guidelines, descriptions of the Services, including but not limited to the Service’s design and intended purpose, which may be updated by AuditBoard from time to time in its sole discretion.
- 12.12** “Effective Date” means the Order Effective Date of the first Order between the parties.
- 12.13** “Law” means any local, state, national and/or foreign laws, treaties and/or regulations applicable to the respective party.
- 12.14** “Loss” means reasonable attorneys’ fees and any damages or costs finally awarded or entered into in settlement of a Claim.
- 12.15** “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.
- 12.16** “Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.
- 12.17** “Order” means a written ordering document expressly referencing this Agreement signed by the parties hereto specifying the Services to be provided hereunder; an “active Order” is any Order that has not been terminated or expired.
- 12.18** “Security Policy” means the Security Policy located at: <https://auditboard.com/enterprise-agreements/>.
- 12.19** “Sensitive Data” means an individual’s financial information, credit/debit/gift or other payment card information, sexual preferences, medical or health information protected under any health data protection laws, government-issued identification numbers, biometric data (for purposes of uniquely identifying an individual), and any additional types of information included within this term or any similar term (such as “sensitive personal information” or “special categories of personal information”) as used in applicable data protection or privacy laws.
- 12.20** “SLA” means the Service Level Agreement located at: <https://auditboard.com/enterprise-agreements/> and which may be updated by AuditBoard from time to time.
- 12.21** “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). User’s accounts may not be transferred to another person except (i) upon termination of User’s employment, or (ii) no more than once every twelve (12) months if the User changes roles and no longer needs access. A “Stakeholder” and “Core User” may be further defined in the applicable Service Specific Licensing Terms.

**Appendix 1**

Country of Customer's registered office	Special Terms applicable to the Subscription Agreement if the Customer's registered office located in the Countries listed below
Canada	<ul style="list-style-type: none"> <li>• <u>Governing Law Section.</u> This Agreement and all claims relating to or arising from this Agreement, are governed exclusively by the laws of the Province of Ontario, without regard to its conflicts of laws rules.</li> <li>• <u>Choice of Language.</u> The parties accept that the terms of this Agreement are drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.</li> <li>• <u>Section 12 – Definitions.</u> The following definition is added: "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act, but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).</li> </ul>
United Kingdom or European Economic Area	<ul style="list-style-type: none"> <li>• <u>Governing Law Section.</u> This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.</li> </ul>