Compliance Group iQuality MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement is entered into on _____ ("Effective Date") by and between Compli Group Inc., D/B/A Compliance Group, INC., a Texas Corporation with a principal place of business at 1512 Artaius Parkway, Libertyville, Illinois 60048 ("Compliance") and _____, a   with its place of business at _____   ("Customer"). The parties hereby agree to abide by and comply with the terms and conditions of this Agreement.

1. Definitions
    1.1. "Affiliate" means any entity Controlled by, Controlling, or under common Control with a party to this Agreement.
    1.2. "Agreement," as used herein, includes this Compliance Master Subscription Agreement and any exhibits, schedules, amendment, addendums, or appendices hereto and documents incorporated herein, and any Order Forms or SOWs referencing this agreement.
    1.3. "Confidential Information" has the meaning set forth at Section 7.
    1.4. "Control" means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).
    1.5. "Customer Data" means any and all information entered or uploaded to the Software by or on behalf of Customer or an Affiliate.
    1.6. "Deliverable" means all custom developed documents, designs, and other materials authored or prepared by Compliance for Customer pursuant to a statement of work. The term "Deliverable" does not include the Software (including all modifications and/or enhancements to the Software), the Software documentation, Compliance's proprietary education and training content, and all pre-existing materials related to Compliance's Professional Services processes and methodologies.
    1.7. "Force Majeure Events" has the meaning set forth in Section 22.
    1.8. "Initial Term" has the meaning set forth at Section 2.
    1.9. "Mobile Apps" has the meaning set forth in Section 3.1.
    1.10.   "Order Form" has the meaning set forth at Section 4.
    1.11.   "Professional Services" has the meaning set forth at Section 6.
    1.12.   "Renewal Term" has the meaning set forth at Section 2.
    1.13.   "Service Description Document" means the document titled "Service Description Document," which includes functional descriptions of all of Compliance's commercially available software applications. The current version of the Service Description Document will be provided to Customer by Compliance any time during the Term upon request.
    1.14.   "Software" means Compliance's commercially available software applications ordered by Customer via one or more Order Form(s).
    1.15.   "SOW" has the meaning set forth at Section 6.
    1.16.   "Subscription Term" has the meaning set out in Section 3.4.
    1.17.   "Term" means the Initial Term and any Renewal Terms.

2. Term and Termination

2.1. Term of Agreement and Renewal. The initial term of this Agreement shall be for a period of one (1) year from the Effective Date ("Initial Term"). At the expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless one party provides the other party with written notice of its intent to amend or not renew the Agreement at least ninety (90) days prior to the end of the then-current term. This Agreement will automatically terminate upon the expiration of all Order Forms entered into pursuant to this Agreement.

2.2. Term of Order Forms and SOWs. The term of each Order Form or SOW will be as set forth in the Order Form or SOW. In the event the Agreement expires, Order Forms and SOWs that were effective prior to the expiration of the Agreement will continue to be governed by the terms and conditions of this Agreement and the Agreement shall be deemed extended, for the purposes of such Order Forms or SOWs only, through expiration of the then-current term of any such Order Forms or SOWs.

2.3. Right to Terminate. Either party may terminate the Agreement in the event that the other party has materially breached the Agreement and such breach has not been cured (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of written notice of breach from the other party. Either party may terminate this Agreement immediately if the other party terminates or suspends its business as a result of bankruptcy, insolvency or similar event. All Order Forms and SOWs will terminate upon the termination of this Agreement

3. Software Usage Rights

3.1. General Rights. Through the expiration or termination of the Agreement, Compliance grants to Customer a limited, non-transferable, non-exclusive right to access and use the Software and Software documentation for Customer's internal business purposes. The Software shall be made available to Customer as a service that Customer may access and use for the Subscription Term set out in an Order Form(s). Compliance will host and retain physical control over the Software and make the Software available through the Internet for access, use and operation by Customer through a web-browser. Certain functions of the Software may be downloaded for installation and use on a mobile device ("Mobile Apps"). Such Mobile Apps may be accessed and used during the term of this Agreement and must be uninstalled upon the expiration or termination of the Agreement. Other than as specifically set forth above and unless otherwise agreed to by Compliance in writing, no provision under this Agreement shall obligate Compliance to deliver or otherwise make available any copies of computer programs or code from the Software to Customer, whether in object code or source code form.

3.2. General Restrictions. Except where applicable law prohibits such restrictions, Customer agrees that it shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Software available to any third party other than as

contemplated by this Agreement; (ii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Software documentation, or access the Software or Software documentation in order to build a similar or competitive product or service (or contract with a third party to do so); (iii) use the Software to send spam or otherwise send messages in violation of applicable laws; or (iv) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material. Customer may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Software or Software documentation.

3.3. Use By Affiliates and Other Third Parties. Subject to the usage limitations described below: (1) Customer's Affiliates may access and use the Software to the same extent as Customer or place orders for Software or Professional Services pursuant to the terms of this Agreement; and (2) Customer and Customer's Affiliates may allow third parties to access and use the Software solely for Customer's or Customer's Affiliates internal business purposes; provided that any such third party may not be a competitor of Compliance unless Compliance has consented to such access and use in writing. The obligations and limitations as to Customer that are set forth in this Agreement are also applicable to Affiliates and any third parties that are provided access to the Software. Customer is responsible for ensuring that its employees, any third parties, and its Affiliates (and their employees) are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer, and Customer is liable for such breaches; provided that Affiliates that enter into an Order Form or SOW directly with Compliance pursuant to the terms of this Agreement are directly responsible for compliance with the terms of this Agreement to the same extent as Customer.

3.4. Usage Limitations. Each Order Form will set forth a user limit (or other usage limitation) and use of the Software by Customer is restricted to the number and type of users (or such other usage limitation) as set forth in the Order Form. A user means an individual human being and may be an employee, consultant, contractor or agent of Customer or a Customer Affiliate. User rights are granted for a specific time period as set out in an Order Form and use of the Software by Customer is limited to such time period ("Subscription Term"). User rights may be transferred from one individual person to another but may not be shared or used concurrently by more than one person at a time. Login credentials may not be shared or concurrently used by more than one individual person. Customer agrees submit to reasonable audit of its compliance with any usage limits upon reasonable notice by Compliance not more than once per calendar year.

4. Order Forms. The Software ordered by Customer shall be listed in a mutually executed ordering document ("Order Form"). Each Order Form will specify the specific Software application(s) ordered, and the fees and payment terms for use of the Software. The Subscription Term for each Order Form commences on the start date specified in each Order Form and continues for the term specified therein. Order Forms automatically renew for additional one (1) year periods with the same fees and payment terms as the expiring Order Form, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Subscription Term specified in each Order Form. Each

Order Form during the Term is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form and the terms of the Agreement, the Agreement shall govern except as to which specific Software applications were ordered, the Subscription Term for the order, and the fees, currency and payment terms for the order, for which the Order Form shall govern. Except as otherwise specified in an Order Form, fees are based on services purchased and not actual usage, payment obligations set forth in an Order Form are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

5. **Services Levels and Support**. Compliance's policies, procedures and practices regarding system performance, testing and monitoring, technical support, data back-up, disaster recovery, Software upgrades, and Customer audits are as set forth at **Exhibit A**. Compliance reserves the right to change such policies, procedures and practices as required in Compliance's reasonable judgment; provided that such changes may never degrade the standard of service or protections described **Exhibit A**.

6. **Professional Services**. Compliance offers certain professional services, including services related to implementation and optimization of the Software, change management and business practice optimization, and education and training ("Professional Services"). Such Professional Services are typically purchased via a mutually executed statement of work ("SOW"). Customer shall have a non-exclusive, internal use, perpetual license to the Deliverables resulting from Compliance's Professional Services. Each SOW during the Term is governed by the terms of this Agreement and in the event of any conflict or discrepancy between an SOW and the terms of the Agreement, the Agreement shall govern except as to the scope of work, fees, currency, expenses and payment terms for the Professional Services, for which the SOW will govern.

7. **Confidential Information**. Each party agrees: (i) that it will use (and will ensure that its employees, Affiliates, agents, contractors and other allowed third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Compliance, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Software documentation or specifications provided to Customer, the commercial terms (including pricing) of this Agreement and any Order Form or SOW (but not the mere existence of this Agreement), audit, performance and security test results (whether conducted by Compliance or Customer), and any other proprietary, financial or business information supplied to Customer by Compliance. As to Customer, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software, and Customer Data

(including personally identifiable data). Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

8. **Ownership**. Customer shall retain all right, title and interest to all Customer Data. Compliance shall retain all right, title and interest in and to (i) the Software, the Software documentation, all modifications and/or enhancements to the Software (regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and/or enhancements), and all inventions or discoveries embodied within the Software, (ii) proprietary education or training content, (iii) pre-existing materials related to Compliance's Professional Services processes and methodologies, and (iv) all Deliverables, provided that no Customer Confidential Information (including any personally identifiable information or Customer proprietary data) is shared or revealed by or included within the portion of any Deliverable later used by Compliance. Notwithstanding any other term of this Agreement, Compliance may access and use, and shall retain all right, title and interest in transactional and performance data related to use of the Software, which may include aggregated and anonymized data based upon Customer Data, so long as such data does not reveal any personally identifiable information or specific traits of any particular individual person or of Customer or a Customer Affiliate. Compliance reserves to itself all rights that are not expressly granted pursuant to this Agreement.

9. **Taxes**. All fees and other charges payable by Customer to Compliance under this Agreement are stated exclusive of all federal, state, local and foreign taxes, levies and assessments of any nature (including value-added, use or withholding taxes). Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer or Compliance arising out of this Agreement, excluding any tax based on Compliance's net income. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to Compliance hereunder, Customer will pay the required amount to the relevant governmental authority and pay to Compliance, in addition to the payment to which Compliance is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Compliance free and clear of all taxes equals the full amount Compliance would have received had no such deduction or withholding been required.

10. **Late Payment**. In the event payment is not made within thirty (30) days of the date payment was due and such payment is not the subject of a reasonably basis written dispute, Compliance shall have the right, at its sole option, to suspend Customer's access to the Software until payment is made. Compliance will provide fifteen (15) days' written notice to Customer prior to suspension of access to the Software.

11. **Compliance Warranties**. Compliance represents and warrants as follows: (i) Compliance possesses all rights necessary to grant to Customer the rights set forth in this Agreement; (ii) the Software will perform substantially in accordance with the Service Description Document; (iii) Compliance will not materially decrease the overall functionality of the Software during the term, and (iv) Professional Services shall be provided in a professional manner consistent with industry standards. Customer must notify Compliance in writing of any claim that the Software does not perform substantially in accordance with the Service Description Document no later than ninety (90) days after the last day of the month in which the asserted non-performance occurred. Customer must notify Compliance in writing of any claim of breach of warranty relating to Professional Services within ninety (90) days of completion of the Professional Services engagement (normally a statement of work) under which the Professional Services were delivered. For any breach of warranty claim relating to Professional Services, Customer's exclusive remedy and Compliance's entire liability shall be for Compliance to re-perform the deficient Professional Services.

12. **DISCLAIMER OF WARRANTY**. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT OR TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, COMPLIANCE DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPLIANCE DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

13. **Indemnification**.
    13.1. **General Indemnity**. Compliance agrees to defend, indemnify, and hold harmless Customer, and its directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third-party claim that Compliance caused bodily injury (including death) or damaged real or tangible personal property.
    13.2. **Infringement Indemnity**. Compliance shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Customer alleging that the Software or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Compliance of any such claim, action or allegation of infringement and gives Compliance the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Compliance may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software,

Deliverable or infringing part thereof; (b) modify, amend or replace the Software, Deliverable or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Compliance's opinion commercially practicable, (c) terminate this Agreement (or the portion of any Order Forms for allegedly infringing materials) and refund to Customer the prorated amount of the fees prepaid by Customer under the relevant Order Forms or SOWs that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Software in a manner expressly prohibited by this Agreement; or (ii) any use by Customer of the Software in combination with other products, equipment, devices, software, systems or data not supplied by Compliance to the extent such claim is directed against such combination; provided that this exclusion shall not be applicable to combinations with hardware, software or other technology required to access and use the Software (e.g., a web browser, an internet connection, a personal computer, the software platform provided by public cloud providers upon which certain Compliance applications are built). This Section states the entire liability of Compliance with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

13.3. **Indemnity Process**. Compliance will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. Customer may not settle or compromise any indemnified claim, action or allegation, except with prior written consent of Compliance. Compliance may not, without Customer's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Customer or includes an admission of fault by Customer. Customer shall give such nonmonetary assistance and information as Compliance may reasonably require to settle or defend indemnified claims.

14. **Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE ARISING OUT OF THIS AGREEMENT. COMPLIANCE'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO THE FEES COLLECTED BY COMPLIANCE FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF LIABILITY (OR, IF GREATER IN AMOUNT AND IF LIABILITY ARISES IN THE FIRST TWELVE MONTHS OF THE TERM, THE FEES PAYABLE TO COMPLIANCE BY CUSTOMER PURSUANT TO THE INITIAL ORDER FORM DURING THE FIRST TWELVE MONTHS OF THE INITIAL TERM). THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) TO CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTIONS 13.2 AND 26.

15. **Governing Law and Dispute Resolution**.
    15.1. This contract shall be interpreted and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

15.2. In the event of a dispute, the parties shall first attempt to resolve by face to face negotiation with employees from each party with a title of vice president or higher in attendance.

15.3. For any dispute that the parties fail to resolve by negotiation, the parties agree to next attempt to resolve such dispute through non-binding mediation prior to initiating arbitration. The mediation shall last at least eight hours (unless otherwise agreed to by the parties). The parties shall equally share the cost of the mediator. In the event that the parties cannot agree to a mediator, then Compliance shall propose three experienced, neutral mediators, and Customer shall select one from the list of three proposed by Compliance.

15.4. Any dispute that the parties fail to resolve by negotiation or mediation shall be resolved by binding arbitration in the State of California before a sole impartial arbitrator. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, and shall be governed by the Federal Arbitration Act, 9 U.S. Code 1 et seq. Either party may commence arbitration by serving a written Demand for Arbitration on the other party. The parties shall attempt to agree on an arbitrator, but if the parties fail to reach such agreement within twenty (20) days after the Demand for Arbitration is served, either party may request appointment of the arbitrator by the AAA. The person so appointed by AAA shall serve as the arbitrator for resolution of the dispute. If that person is disqualified for any reason, the AAA office shall appoint a substitute arbitrator. Each party shall bear its own costs and expense, including attorneys' fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration (and the mediation, if applicable) and/or attorney's fees, including the fees of the arbitrator and mediator, against the party who did not prevail. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.5. Notwithstanding the foregoing, either party may seek emergency equitable relief at any time.

16. **Export Control Laws**. Each party shall comply with the export control laws of the United States which are applicable to the Software, and which may prohibit use of the Software in certain sanctioned or embargoed countries.

17. **No Legal Advice**. Compliance shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Software, including those related to data privacy, or medical, pharmaceutical or health related data. Customer acknowledges that the Software may be used in ways that do and do not comply with such laws, rules or regulations and it is Customer's sole responsibility to monitor its compliance with all such relevant laws, rules or regulations. Customer acknowledges and agrees that not all features, functions and capabilities of the Software may be used in all jurisdictions, and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law. Customer is responsible for such Customer-specific use decisions and Compliance disclaims all liability for such decisions.

18. **Independent Contractors**. Compliance and Customer are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. Compliance will be solely responsible for: (i) paying all wages and other compensation to Compliance employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Compliance's employees; (iii) providing all insurance and other employment related benefits to Compliance's employees; and (iv) making any overtime payments to Compliance's employees if required by law or regulations.

19. **Waiver, Entire Agreement and Amendments, Representations, Severability and Purchase Orders**. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. The Agreement encompasses the entire agreement between Customer and Compliance with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties. Customer acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of Compliance, a Compliance Affiliate or any other person (whether or not party to this Agreement) other than as expressly set out in the Agreement. Customer specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

20. **Assignment**. Neither party may transfer or assign this Agreement, including by merger or operation of law, without the other party's prior written consent, except (i) to a successor in interest following a merger or other change of control, or (ii) to an Affiliate upon receipt of thirty (30) days' notice from the assigning party. In the event an Affiliate to which the Agreement is assigned fails to meet its obligations under the Agreement, the assigning party shall remain liable for such obligations.

21. **Survival**. The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.

22. **Force Majeure**. Compliance shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightening, or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages, or mandatory compliance with any governmental act, regulation or request ("Force Majeure Events"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, the Agreement shall be deemed extended by the length of the Force Majeure Event.

23. **Notices**. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS) (i) if to Customer: to the attention of "Legal" at the addresses listed in the last signed Order Form (or to such other address as Customer may have designated by like notice forwarded to Compliance hereto), and (ii) if to Compliance: to the attention of "Legal" at 1512 Artaius Parkway, Libertyville, Illinois 60048 or electronically to: contracts@complianceg.com. Any confidential reports / notices can be reported to legal@complianceg.com as well.

24. **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

25. **Use of Public Cloud Computing Solutions**. Portions of Compliance's software are built public cloud platforms like Microsoft Azure or Amazon Web Services and are hosted in datacenters operated by the public cloud providers.

26. **Customer's Use of Third Party Licensed Data**. To the extent Customer stores data in the Software that has been purchased or licensed from third parties, Customer is responsible for ensuring its use, processing, reporting against, combination, comingling and manipulation of such data is in compliance with its agreements with the data provider, and Customer will, indemnify and hold Compliance harmless against any claims by such third-party data providers arising from Customer's use of such third-party data in the Software.

27. **Datacenter Sub-Processors**. Customer acknowledges that Compliance may engage providers of hosting co-location and computing infrastructure related services for portions of its Software services. Compliance shall keep a list of such subprocessors up-to-date and can provide a paper copy upon request. With respect to such sub-processors, Compliance shall ensure: that each of its sub-processors with access to personal data has implemented and maintains reasonable organisational, administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of personal data. If Compliance determines that any sub-processor is not Privacy Shield certified, Compliance shall instead rely on the EU Standard Contractual Clauses executed between Compliance and the sub-processor. Compliance shall retain full responsibility for the performance of its obligations under the Agreement, including any obligations it performs through sub-processors, and shall be fully responsible for all acts or omissions of its sub-processors. The use of any sub-

processors by Compliance shall not relieve or release Compliance from any of its obligations under the Agreement. Subject to Compliance's compliance with all of the obligations set forth above with respect to sub-processors, Customer acknowledges and agrees that Compliance may engage new or additional providers of hosting co-location and computing infrastructure related services for portions of its Software services without further notification or approval from Customer

28. **Subcontractors**. Customer also acknowledges that Compliance may engage third-party subcontractors to provide portions of the Professional Services to be delivered pursuant to this agreement. Compliance shall retain full responsibility for the performance of its obligations under the Agreement, including any obligations it performs through subcontractors, and shall be fully responsible for all acts or omissions of its subcontractors. The use of any subcontractors by Compliance shall not relieve or release Compliance from any of its obligations under the Agreement.

Execution. This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy exchanged via email or via electronic signature. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one and the same Agreement. The authorized representatives of the parties have executed this Agreement by their signatures below:

Compli Group Inc.	**Customer**

By:_____   By:_____

Name:_____   Name:_____

Email: :_____   Email:_____

Title:_____   Title:_____

Dated: _____   Dated:_____

Exhibit A Services Levels and Support

1. **Service Level Agreement (SLA).**

    1.1. **Measure**. The Software will be available 99.5% of the time (24x7x365), except as provided below. Software availability will be calculated per calendar quarter, as follows:

    $$\frac{total - nonexcluded - excluded}{total - excluded} \geq 99.5\%$$

Where:

- total means the total number of minutes for the quarter
- nonexcluded means downtime that is not excluded
- excluded means the following:
    - Any planned downtime of which Compliance gives 8 hours or more notice. Compliance will use commercially reasonable efforts to schedule all planned downtime during non-peak usage times (i.e., the hours from 6:00 p.m. Friday to Sunday midnight, U.S. Pacific Time).
    - Any unavailability caused by circumstances beyond Compliance's reasonable control, including without limitation, a Force Majeure Event.
    - For purposes of the availability calculation, "downtime" means a measurement interval during which time the Software is not responsive to an automated request ("Monitoring Transaction") generated by Compliance's monitoring software. Measurement intervals for Monitoring Transactions are no more than five (5) minutes on a 24X7 basis. Monitoring Transactions used for the availability calculation include network and application availability requests. The monitoring process does not cover every feature of the Software. With respect to such features, Compliance will investigate any suspected availability problem reported by Customer or which it otherwise becomes aware of and

take all commercially reasonable efforts to correct any such issues that can be verified by Compliance.

- For any partial calendar quarter during which Customer subscribes to the Software, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

1.2. Remedies: Should Compliance fail to meet 99.5% availability of the Software for a calendar quarter, Customer shall have the option of one (but not both) of the following. First, Customer may continue to use the Software but receive credit for one full day of the Software subscription usage (as of the end of the quarter in which the failure occurred), for each full or partial hour of Software unavailability below 99.5%. Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). Second, if Compliance fails to meet 98% availability of the Software for a calendar quarter, Customer may terminate its Agreement with Compliance for cause and stop using the Software, in which case Compliance will refund to Customer any prepaid fees for the remainder of the Term after the date of termination. The remedies specified in this "Remedies" section shall be the sole remedies available to Customer for breach of this SLA.

1.3. Reporting and Claims: To file a claim under this SLA, Customer must send an email sla@complianceg.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under the Agreement, including any relevant calculations.

Claims may only be made on a calendar quarter basis within thirty (30) days of the end of the relevant quarter, except for periods at the end of the Agreement that do not coincide with a calendar quarter, in which case Customer must make any claim after the end of its Agreement. All claims will be verified against Compliance's system records. Should any periods of downtime submitted by Customer be disputed, the Parties shall resolve the dispute in accordance with this Agreement.

2. **Support of Compliance System Administrators**. Telephone and email support for Customer's Compliance administrators is available from Compliance at no additional charge with the following parameters. Issue Type Support Time Response Time Initiated By Level 1 24/7 2 hours Web portal case on Compliance website or phone call Levels 2-4 9:00 AM to 5:00 PM in the local time of the system administrators 2 business days Web portal case on Compliance website

Issue Type	Support Time	Response Time	Initiated By
Level 1	24/7	8 hours	Web portal case on Compliance website
Level 2-4	9 AM to 5 PM EST	3 business days	Web portal case on Compliance website

This support is available for administrators working for or on behalf of the Customer to configure, maintain, manage and support the Software. This support is not available for direct support of Customer's end users. There is no limit to the number of support cases that may be opened. Online resources are available 24/7 both within the application and on the Compliance Web Portal.

Customer administrators will be asked to classify support incidents upon logging a support ticket in accordance with the following support incident definitions:

Level 1 – Critical: Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available, including:

- The production application is not available.
- The application is in production and malfunctions such that a significant portion of users cannot perform their daily tasks and there is no reasonable workaround.
- The application has a security related error.
- Any other issue which has a material adverse impact on the Customer's business.

Level 2 - Urgent: Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.

Level 3 - High System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.

Level 4 - Medium Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Customer may track the status of support issues via the Compliance customer support portal.

3. **Return of Customer Data**. Upon termination or expiration of the Agreement, Compliance shall (i) ensure that Customer has access to the Customer Data from the Software for a period no more than thirty (30) days for the production environment and the sandboxes. In no event may Compliance preclude Customer from retrieving the Customer Data after the expiration or termination of the Agreement. After ninety (90) days from termination or expiration of the Agreement and upon request from Customer, Compliance will certify that all Customer Data has been permanently deleted from the production environment for the Software, all sandboxes and from any Software back-ups.

4. **Audit**. Customer may, at Customer expense, audit Compliance records and facilities (including its third-party hosting providers) to confirm compliance with Compliance responsibilities pursuant to this Agreement. The Customer representative(s) performing such audit or inspection shall execute a

nondisclosure agreement with Compliance in a form acceptable to Compliance with respect to the confidential treatment and restricted use of Compliance's confidential information. Access at Compliance's and its third-party hosting facilities shall be subject to Compliance's and its hosting partner's reasonable access requirements and security policies. Customer must give Compliance at least thirty (30) days' prior notice of an audit.

5. **Testing**. Customers may not, (i) conduct security, integrity, penetration, vulnerability or similar testing on the Software, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Software, or (iii) attempt to access the data of another Compliance customer (whether or not for test purposes).

   Compliance shall commission annually a security assessment from an independent third-party provider of national repute in the business of assessing web applications for security risks. Upon written request, Compliance will provide Customers a summary of findings.

6. **Software Updates**. Major release upgrades are typically undertaken up to three (3) times per year. Compliance will provide Customer at least one (1) month prior notice (normally via email) before performing a major release upgrade. Such upgrade notice will include the window in which the upgrade will be conducted and any release notes. Customer will have access to such upgrades in a sandbox environment a minimum of two (2) weeks before the major release upgrade. Advance notification may not be given for minor upgrades or patches and such upgrades and patches do not cause system unavailability (however, Compliance will notify Customer by email of details of the minor upgrades/patches post implementation). All upgrades and patches are mandatory.

7. **New Products.** Compliance may introduce new functionality for which it charges an additional or separate fee and Customer may choose whether or not to purchase such new functionality at Customer's sole discretion. If Compliance removes any features or functionality from the Software provided pursuant to this Agreement and subsequently offers those features or functionality in a new product, then the Software provided pursuant to this Agreement will be deemed to include (i) the portion of the new product that contains the original features, or (ii) if those features cannot be separated out, the entire new product.

8. **Custom Code.** Compliance does not have an obligation to provide maintenance for such Customer-specific code or the interaction of the Software with such Customer-specific code and disclaims all liability arising from such code.

9. **Backup.** All Customer Data is copied at least daily to a secure and physically remote secondary data center. Customer may audit Compliance's backup and recovery procedures once per calendar year for the purposes of confirming appropriate backup and recovery procedures and capabilities are in place and working effectively.

10. **Disaster Recovery.** In the event of a disaster that renders the primary data center inoperable, disaster recovery procedures will be followed. The recovery procedures involve restoring the last backup of Customer Data to the secondary data center. The Software shall have disaster recovery procedures with a Recovery Point Objective (RPO) of not more than 4 hours and a Recovery Time Objective (RTO) of not more than 24 hours.

11. **General.** Compliance reserves the right to change existing infrastructure, hardware and underlying software used to provide the Software as expansion and new technology deem necessary. Compliance assumes no responsibility for delays or problems that result from Customer's computing or networking environment, Customer's third-party vendors and/or Customer's local or long-distance telephone carriers or ISPs. Use of the Software requires certain third-party applications, including a web browser, operating system and other third-party applications. The thirdparty applications supported by Compliance and Compliance policies with respect to such applications are as set forth in Compliance's documentation for the Software.