

ACL GRC Terms of Use

THESE ACL GRC TERMS OF USE (THE “**AGREEMENT**”) ARE A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE PERSON, ENTITY OR GOVERNMENT ORGANIZATION, REFERRED TO AS “**YOU**” OR “**YOUR**”) AND ACL SERVICES LTD. (“**ACL**”) AND SET OUT THE TERMS AND CONDITIONS ON WHICH YOU MAY ACCESS AND USE THE SERVICE (AS DEFINED BELOW).

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT INCLUDING ALL TERMS INCORPORATED BY REFERENCE AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY WITHIN THIRTY (30) DAYS OF YOUR PURCHASE REQUEST A REFUND OF THE FEES YOU PAID FOR THE SERVICE AND UPON RECEIVING YOUR CONFIRMATION THAT YOU ARE NO LONGER ACCESSING THE SERVICE ACL WILL PROVIDE YOU WITH A REFUND OF FEES PAID.

SUBJECT TO THE “COMPLETE AGREEMENT” CLAUSE BELOW, THE VERSION OF THE AGREEMENT THAT APPLIES TO YOU IS THE VERSION THAT YOU AGREED TO WHEN YOU SUBSCRIBED TO THE SERVICE OR, IF YOU HAVE RENEWED YOUR INITIAL SUBSCRIPTION, THE VERSION YOU AGREED TO WHEN YOU RENEWED YOUR SUBSCRIPTION. ACL RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT FROM TIME TO TIME, PROVIDED THAT CHANGES MADE UNILATERALLY BY ACL WILL NOT APPLY TO YOU UNTIL SUCH TIME AS YOU RENEW YOUR SUBSCRIPTION. YOU CAN ALWAYS FIND THE MOST RECENT VERSION OF THIS AGREEMENT AT [HTTPS://WWW.ACL.COM/ABOUT-US/LEGAL/](https://www.acl.com/about-us/legal/). THIS VERSION MAY DIFFER FROM THE VERSION THAT WAS INCLUDED WITH THE VERSION YOU AGREED TO WHEN YOU ORIGINALLY PURCHASED OR LAST RENEWED YOUR SUBSCRIPTION TO THE SERVICE.

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

1. **(a) Service and Subscription.** In this Agreement, “**Service**” means the ACL GRC service as listed or included as part of a bundled solution in the order form or invoice issued by ACL, its affiliates or one of their authorized resellers (the “**Order Form**”). The Service is comprised of Projects, Strategy, Results and Reports modules, and includes ACL Launchpad. “**Service**” includes the User Documentation (as defined below) for the Service and except where otherwise noted, the Service includes any Premium Add-Ons or Content (each as defined below), whether purchased separately or included with the Service. For clarity, “**Service**” does not include the Community Resources available through the ACL Content & Community site (collectively, the “**Resources**”) or any of ACL’s Analytics software. Subscriptions for ACL’s Analytics software may be purchased separately from ACL. The Resources are resources that ACL makes available to you through the ACL Content & Community site as part of your subscription to the Service to enhance your use of the Service and are provided under a separate agreement referred to as the ACL Community Terms of Use available at <https://www.acl.com/about-us/legal/>. ACL may in its sole discretion vary or discontinue some or all of the components of the Resources. Access to and use of certain components of the Resources is limited to your paid subscription term and will terminate when your paid subscription period expires.

(b) Premium Add-Ons. In connection with your use of the Service, you may purchase additional products as set forth in an Order Form (“**Premium Add-Ons**”) to be used solely for your internal business purposes and solely in conjunction with your use of the Service. Premium Add-Ons include purchased Content (as defined below). Premium Add-Ons are not intended to be used as stand-alone products and require a subscription to the Service. Premium Add-Ons are purchased for the subscription term set forth in your Order Form. Unless ACL advises you otherwise, Premium Add-Ons are governed by this Agreement.

(c) Content. ACL may make certain tools, templates, frameworks, guidelines, standards, regulations, or other content available to you for your use with the Service (the “**Content**”). Content may be included in your subscription to the Service at no additional cost or it may be purchased separately for additional fees as set forth in an Order Form. Content may be licensed by ACL from third parties for your use (the “**Third Party Content**”) and may be subject to additional terms and conditions. You acknowledge and agree that: (a) access to Third Party Content may be restricted or revoked by the third party licensor at any time in such third party’s sole discretion; (b) ACL is not responsible for and has no control over any Third Party Content, other than making it available to you in connection with the Service, and ACL does not sponsor or endorse any Third Party Content; and (c) ACL makes no representations or warranties, and has no liability to you or to any of your third parties, with respect to the accuracy, relevance or results of use of any Third Party Content. Use of Third Party Content is subject to the terms and conditions governing such Third Party Content. Failure to adhere to such terms and conditions is a breach of this Agreement and may result in suspension or termination of your subscription.

2. **Provision of the Service.** Once you have subscribed to the Service, ACL will make the Service available to you for the Named Users (as defined below), subscription type(s), number and term you have purchased as set out in the Order Form. For a description of subscription types available to you under the Service, please visit <http://enablement.acl.com/helpdocs/launchpad/current/user-guide/en-us/Default.htm#chsid=lp-grc-subscriptions-detail> or such URL as may be utilized by ACL for this purpose. ACL will ensure that the Service is available in accordance with the service levels set out in the ACL GRC Service Level Agreement attached as Schedule “A” to this Agreement; however, ACL is not responsible for any unavailability of the Service caused by circumstances beyond ACL’s reasonable control, including, but not limited to, external forces affecting the reliability of the internet, computer systems or other devices or mediums through which you access the Service.

- 3. Named Users.** You are responsible for providing accurate, current and complete information when activating your subscription, and for maintaining the confidentiality of your logon ID and password. If you become aware of any unauthorized use of your subscription or account information, you will notify ACL immediately. The Service may be accessed and used by up to the maximum number of specific, individual users from within your or your Affiliates' organizations for which you have paid fees ("**Named Users**"). Each Named User will be assigned a unique identifier for access to the Service. A Named User's ID and password may not be shared with any other individual; however, subject to the restriction on sharing or pooling a Named User's access between multiple individuals set out below, you may permanently replace a Named User with another individual provided that the total number of Named Users does not exceed the number of Named Users for which you have paid the applicable fees. If you exceed or wish to increase the number of Named Users using the Service, additional fees will apply. Sharing or pooling a Named User's access between multiple individuals to allow for temporary use by multiple users in a department or organization is not permitted. Access rights to the Service vary by subscription type as described in <http://enablement.acl.com/helpdocs/launchpad/current/user-guide/en-us/Default.htm#cshid=lp-grc-subscriptions-detail>. You will have the rights and privileges associated with the subscription type(s) you have purchased. For the purposes of this Agreement, "**Affiliates**" means an entity which controls, is controlled by, or is under common control with you where 'control' means at least a 50% ownership interest in such entity or the ability to control the management of such entity.
- 4. Term and Renewal.** Your subscription to the Service is for the term set out in the Order Form. If no subscription term is set out in the Order Form, then the subscription term is one (1) year from the date of the Order Form. ACL will provide you with at least two (2) separate renewal notices more than thirty (30) days prior to the end of the then-current subscription terms to give you an opportunity to confirm your renewal or notify ACL that you do not wish to renew your subscription. Unless: (a) you provide ACL with notice of non-renewal at least thirty (30) days before the end of the then-current subscription term, or (b) ACL provides you with notice of non-renewal at least sixty (60) days before the end of the then-current subscription term, your subscription will renew at the end of each subscription term for a further one (1) year term. The Service and the Resources contain a disabling mechanism that permits ACL to prevent you from accessing the Service and the Resources on the expiration or termination of your subscription.
- 5. Customer Data.** For purposes of this Agreement, "**Customer Data**" means any data, information or other material (proprietary, copyrighted or otherwise) which is uploaded, entered, created or otherwise provided by you in the course of using the Service, including, but not limited to, any third party data obtained by you. You may not upload or process Customer Data in or with the Service unless you have lawfully obtained such Customer Data and you fully comply with all applicable laws with respect to such Customer Data. You represent and warrant that you are in compliance with and will comply with all applicable intellectual property, privacy and data protection laws and regulations with respect to any Customer Data uploaded or submitted to the Service and with respect to your use of the Service.
- 6. Protection, Ownership and Use of Customer Data.** ACL has implemented and will maintain commercially reasonable technical and organizational safeguards (including, without limitation, with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Customer Data and any other organizational and technical measures necessary to protect against unauthorized access, use or disclosure of Customer Data) to prevent the unauthorized access, use or disclosure of Customer Data stored in the Service. You must also take reasonable security precautions in connection with your use of the Service and your collection, use and submission of Customer Data to the Service. You will protect the confidentiality of all usernames, passwords, and other information you use to access the Service and will change your passwords periodically. You retain ownership and control of all Customer Data. ACL will not: (a) modify Customer Data; (b) disclose Customer Data, except as expressly permitted in this Agreement or by you in writing; or (c) access Customer Data, except at your request in connection with customer support matters. As ACL has no control over Customer Data, ACL is not responsible or liable for the deletion, damage, loss of or failure to store any Customer Data, except to the extent caused by ACL's breach of its obligations under this Agreement.
- 7. Security Incident and Security Audit.** ACL will, in accordance with its Security Incident Response Plan, notify you without undue delay if ACL determines that the security of the Service's systems has been breached and this results in Customer Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information. ACL will report to you on the corrective action being taken in response to such security breach and will reasonably cooperate with you in mitigating the effects of any lost or compromised Customer Data. ACL has and will maintain a current SOC report (SOC2 Type II) report (or industry-accepted successor security audit) prepared by a third party auditor consisting of a comprehensive internal controls assessment covering the internal controls and information security related to the Service. Upon request, ACL will provide a copy of its then-current SOC report to you.
- 8. Use by Third Parties.** ACL acknowledges and agrees that the Service may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Service only for your benefit and business purposes. If requested by ACL, you will provide a list of any third parties that are using the Service pursuant to this section to assist ACL in managing your subscription to the Service. You will remain responsible and liable for the proper use of the Service in accordance with this Agreement by such third parties.
- 9. Documentation and Electronic Delivery.** All documentation shall be delivered by electronic means. The Service shall be deemed delivered when it is made available for access by you through ACL Launchpad. You agree that your subscription to the Service is neither contingent on the delivery of any future functionality or features or dependent on any oral or written

public comments made by ACL or its employees, agents or representatives regarding future functionality or features. **“User Documentation”** means any supporting product help and technical specifications documentation provided to you by ACL with the Service, including, without limitation, manuals and installation guides. You may access User Documentation electronically through ACL Launchpad. ACL provides User Documentation on-line only. You are permitted to print and make a reasonable number of copies of the User Documentation for your internal use in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of User Documentation.

- 10. Fees.** You will pay the applicable fees for the subscription and term you have purchased and any applicable taxes, customs, duties or other governmental fees relating to your subscription to the Service, any Premium Add-Ons and any purchased Content. If you have purchased a Success Plan (as defined below), reasonable, documented, out-of-pocket expenses incurred by ACL to deliver the Success Plan you have purchased (including, travel, hotel, meals) will be invoiced to you after they are incurred and will be in accordance with a mutually agreeable travel policy. ACL will not charge tax from which you are exempt if you are a tax exempt institution or entity and you provide the applicable tax exemption certificate. All fees are due on or before the due date set forth in the Order Form or invoice, and, except as otherwise specified herein, are non-cancelable and non-refundable. If any fees are owing more than thirty (30) days past the due date in an ACL invoice, ACL may, without limiting its other rights and remedies, suspend Technical Support for and your access to and use of the Service until such amounts are paid in full. ACL will give you at least seven (7) days prior notice that your account is overdue before suspending the Service and will not exercise such right if you are disputing the applicable charges reasonably and in good faith and you are cooperating diligently to resolve the dispute.
- 11. Beta Testing, Evaluation and Demonstration Use.** If you have received access to the Service for trial or evaluation purposes or have been provided access to the Service for demonstration or beta testing purposes, you are permitted to use the Service for beta testing, trial, evaluation or demonstration (i.e. non-production) purposes only for the limited time period as specified in ACL's beta testing, trial, evaluation or demonstration correspondence to you. If no time period is specified, your usage is limited to a thirty (30) day period. The Service contains an automatic disabling mechanism that prevents its use beyond the permitted beta testing, trial, evaluation or demonstration period. Access to and use of the Service for beta testing, trial, evaluation or demonstration purposes is entirely at your own risk. IF THE SERVICE IS PROVIDED FOR BETA-TESTING, TRIAL, EVALUATION OR DEMONSTRATION PURPOSES, THE SERVICE IS PROVIDED “AS IS”, FREE OF CHARGE AND THE LIMITED WARRANTY AND TECHNICAL SUPPORT SECTIONS OF THIS AGREEMENT WILL NOT APPLY. If you have a paid subscription for the Service, then this section does not apply to you.
- 12. Training Course and ACL Academic Network Use.** If you are granted access to the Service as part of a training course, you are permitted to use the Service for training (i.e. non-production) purposes only for the duration of the training course. The Service contains an automatic disabling mechanism that prevents its use beyond the duration of the training course. If you have acquired access to the Service under the ACL Academic Network Program (i.e. through an educational institution, textbook publisher or otherwise), you are permitted to use the Service for educational (i.e. non-production) purposes only. If you acquired access the Service from a textbook publisher bundled with a textbook, your subscription for the Service is limited to a six (6) month term. If you are a professor or an educational institution, your subscription for the Service is limited to the greater of a three (3) year term or for the term specified in ACL's Academic Network correspondence to you. Access to the Service provided under the ACL Academic Network for educational purposes contains an automatic disabling mechanism that prevents its use beyond the permitted six (6) month or three (3) year subscription period, as applicable. Access to and use of the Service provided under the ACL Academic Network for educational purposes is entirely at your own risk. ACCESS TO THE SERVICE PROVIDED UNDER THE ACL ACADEMIC NETWORK FOR EDUCATIONAL PURPOSES IS PROVIDED “AS IS”, FREE OF CHARGE AND THE LIMITED WARRANTY SECTION OF THIS AGREEMENT WILL NOT APPLY. ACL DOES NOT PROVIDE TECHNICAL SUPPORT FOR THE SERVICE WHERE ACCESS TO THE SERVICE IS PROVIDED UNDER THE ACL ACADEMIC NETWORK FOR EDUCATIONAL PURPOSES. If you acquired access to the Service other than through a training course or the Academic Network, then this section does not apply to you.
- 13. Ownership of Service.** Subject to Section 5 (Customer Data) of this Agreement, all title, ownership rights and intellectual property rights in and to the Service and any services or deliverables delivered pursuant to a Success Plan (as defined below) belong to ACL and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Service is protected by copyright laws and international copyright treaties and ACL may incorporate certain measures in the Service to prevent its unauthorized use. You are responsible for any copyright infringement that you cause. In the event that you make suggestions regarding any features, functionality or performance that ACL adopts for any of its products including the Service (expressly excluding your Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned under this Agreement to ACL, and shall become the sole and exclusive property of ACL.
- 14. Intellectual Property and Restrictions.** ACL reserves all right, title and interest in and to the Service, including all related intellectual property rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Service contains trade secrets and subject to applicable laws, you agree that you will not: (a) copy the Service, the Premium Add-Ons or any Content or reprint or reproduce all or any portion thereof, except as permitted under this Agreement and for your own internal business purposes; (b) modify, adapt or translate the Service, the Premium Add-Ons or any Content, except as permitted under this Agreement; (c) de-compile, reverse engineer or disassemble the Service or otherwise attempt to reduce the Service from object code to source code or reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Service by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (d) use the Service, the Premium Add-

Ons or any Content to develop any works which are functionally compatible or competitive to the Service, the Premium Add-Ons or such Content or create any works which are derived from the Service (using the Service or the Premium Add-Ons to produce reports or other tasks permitted by the Service or the Premium Add-Ons, as applicable, are not deemed to be works derived from the Service or the Premium Add-Ons); (e) lease, rent, loan, sell sub-license or distribute the Service, the Premium Add-Ons or any Content outside your organization or to a third party (including, using the Service, the Premium Add-Ons or Content on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties); (f) utilize any equipment, device, software, or other means designed to circumvent or remove any security mechanisms or form of copy or usage protection used by ACL or its third party licensors in connection with the Service, the Premium Add-Ons or the Content; (g) combine the Service, the Premium Add-Ons or Content with any other software (including open source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined program or the Service and its source code to be made freely available; (h) publicly disseminate or disclose performance information or analysis on the Service, including any results of benchmark tests run on the Service; (i) use the Service, the Premium Add-Ons or any Content in any manner that violates any applicable law or regulation; (j) use any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any portion of the Service, the Premium Add-Ons or any Content; (k) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service web site other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Internet Explorer); or (l) attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service, the Premium Add-Ons or the Content.

15. Verification. You acknowledge and agree that ACL may, upon reasonable notice to you and no more than once per year, request records to verify that your use of the Service complies with the terms of this Agreement. If ACL reasonably believes that such report is not correctly disclosing information of your Service usage, ACL will conduct an audit at your business premises to verify that your use of the Service complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that you are in violation of this Agreement, you will reimburse ACL for its reasonable expenses related to the audit and will pay any appropriate additional fees.

16. Confidentiality. Each party may have access to information that is confidential to the other party, including, but not limited to, the Service itself, Customer Data, the terms and pricing of your subscription type(s), the security report referenced in Section 7 (Security Incident and Security Audit) of this Agreement, all inventions, know-how, business, technical and financial information a party obtains and all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential ("**Confidential Information**"). Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party's Confidential Information. The parties each agree to hold each other's Confidential Information in confidence during the term of your subscription and for a period of two years after termination. Neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid government or court order. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement. Each party further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.

ACL's Privacy Policy (<https://www.acl.com/about-us/legal/>) identifies how ACL collects, uses and discloses, on a limited basis, information concerning you and Named Users, other than Customer Data. ACL's Privacy Policy also sets forth the safeguards ACL has implemented to keep such information secure.

17. Termination for Convenience. You may terminate this Agreement and your subscription to the Service at any time for convenience by providing written notice to ACL, except during the thirty (30) day period before the end of the then-current subscription term; however, there are no refunds of fees paid in advance and you will remain liable for any unpaid subscription fees for the remaining unexpired subscription term.

18. Termination for Cause. Either party may immediately terminate this Agreement and your subscription to the Service if the other party: (a) is in material breach of any provision of this Agreement (such as, failure to pay the required subscription fees) or any agreements or terms incorporated by reference herein; and (b) fails to either cure the breach or make substantial progress to the terminating party's reasonable satisfaction to cure the breach within thirty (30) days receiving written notice from the terminating party. In addition, ACL may terminate this Agreement immediately if you breach Section 13 (Ownership of Service) or Section 14 (Intellectual Property and Restrictions) of this Agreement. If ACL is terminating the Agreement for

cause, you remain liable for all unpaid fees that are payable for the entire subscription period. If you are terminating the Agreement for cause, ACL will refund any prepaid fees calculated from the effective date of termination to the end of the subscription period, except that any refunds under Section 20 (Limited Warranty) and Section 21 (Infringement Indemnity and Remedy) are handled exclusively under those sections.

- 19. Effect of Expiration or Termination.** If your subscription term expires as provided in Section 4 (Term and Renewal), or this Agreement is terminated (other than for cause by you) pursuant to Section 17 or 18, ACL will terminate your access to and use of the Service. Upon the expiration or termination of your subscription, you are responsible for removing all Customer Data from the Service. ACL will retain your Customer Data in the Service for a period of thirty (30) days after expiration or termination to facilitate such removal. The termination of this Agreement will not constitute a waiver of any fees, amounts or charges due to either party, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement. All terms that by their nature should survive termination of this Agreement will survive.
- 20. Limited Warranty.** ACL warrants that the Service (including Premium Add-Ons and Content) will perform during the subscription term substantially in compliance with the functional specifications set out in the User Documentation for the Service, provided that you administer, access and use the Service in accordance with such User Documentation. ACL does not warrant that use of the Service will be uninterrupted or error-free. If the Service fails to operate as warranted in this Section, and you notify ACL in writing of the nature of the non-compliance, ACL will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If, after a reasonable opportunity, ACL does not remedy the non-compliance, you may terminate your subscription to the Service and receive a refund of any prepaid, unused subscription fees for the remaining subscription term prorated from the date of your notice to the end of your then current subscription term. The foregoing remedy set forth in this Section 20 provides your sole and exclusive remedy for breach of warranty.
- 21. Infringement Indemnity and Remedy:**

 - 21.1.** ACL agrees to defend any claim made against you which asserts that the Service infringes a patent, copyright or registered trademark of a third party in the United States, Canada or the European Union and will indemnify you from actual damages and costs (including reasonable legal fees) finally awarded against you in respect of such claim by a court of competent jurisdiction, or settlement amount agreed to be paid in settlement of such claim, provided that: (a) you give ACL prompt notice of the claim; (b) ACL has sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) you provide reasonable assistance to ACL, at ACL's expense. ACL will have no obligation to you if the infringement claim is based on or relates to: (a) your misuse or misappropriation of any Customer Data; (b) use or combination of the Service with third party products not provided by ACL if such use or combination results in the infringement claim; or (c) use of the Service which is in breach of this Agreement or use which is not in accordance with the accompanying User Documentation.
 - 21.2.** Upon notice of an infringement claim, or if in ACL's opinion such a claim is likely, ACL has the right, at its option and expense, to either: (a) procure the right for you to continue using the Service; or (b) replace or modify the Service so that it provides substantially the same, or greater, functionality and performance as the infringing Service, but is no longer subject to a claim of infringement. If, in ACL's opinion, neither of the above options is commercially reasonable in the circumstances, ACL may terminate your subscription to the Service upon thirty (30) days written notice to you, and will provide a pro-rata refund of any prepaid, unused subscription fees for the remainder of the then current subscription term. The pro-rata refund is calculated from the date ACL is notified of the infringement claim to the remainder of the then current subscription term. This Section comprises ACL's entire obligation and liability with respect to the infringement of the intellectual property and proprietary rights of others.
- 22. Customer Indemnity.** You agree to defend any claim made against ACL (including its employees, directors, agents and representatives) arising from or related to: (a) any breach of your obligations under this Agreement; (b) Customer Data uploaded or stored in the Services; or (c) a breach of your obligations with respect to the use of any Premium Add-Ons (including Content). In each case, you will indemnify ACL from actual damages and costs (including reasonable legal fees) finally awarded against ACL in respect of such claim by a court of competent jurisdiction, or settlement amount agreed to be paid in settlement of such claim, provided that: (a) ACL gives you prompt notice of the claim; (b) you have sole control of the defence and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) ACL provides you with reasonable assistance, at your expense. You will have no obligation to ACL to the extent the claim solely arises from the Service itself.
- 23. Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 20, THE SERVICE (INCLUDING THE PREMIUM ADD-ONS, CONTENT AND STRUCTURE OF THE SERVICE) IS PROVIDED "AS-IS" AND IS NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE OF THE SERVICE. EXCEPT AS OTHERWISE RESTRICTED BY LAW OR AS PROVIDED IN SECTION 20, ACL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING EACH OF THE SERVICE, PREMIUM ADD-ONS AND ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT, OR SATISFACTORY OR MERCHANTABILITY. THE PREMIUM ADD-ONS, CONTENT AND STRUCTURE OF THE SERVICE IS FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. THE PREMIUM ADD-ONS AND CONTENT SHOULD NOT BE DEEMED EITHER TO SET FORTH ALL APPROPRIATE PROCEDURES, TESTS OR CONTROLS OR TO SUGGEST THAT OTHER PROCEDURES, TESTS OR CONTROLS

THAT ARE NOT INCLUDED MAY NOT BE APPROPRIATE. ACL DOES NOT CLAIM THAT USE OF THE PREMIUM ADD-ONS OR CONTENT WILL ASSURE A SUCCESSFUL OUTCOME. YOU AND YOUR NAMED USERS ARE RESPONSIBLE FOR APPLYING PROFESSIONAL JUDGEMENT TO THE SPECIFIC CIRCUMSTANCES PRESENTED TO DETERMINE THE APPROPRIATE PROCEDURES, TESTS OR CONTROLS. USE OF THE PREMIUM ADD-ONS, CONTENT AND STRUCTURE AND ANY RELATED MATERIALS ARE AT YOUR OWN RISK AND BY SO USING YOU RELEASE ACL AND ITS LICENSORS WITH RESPECT TO THE PREMIUM ADD-ONS, CONTENT AND STRUCTURE AND FROM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH SUCH USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACL, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED IN SECTION 20, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. ACL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THIRD PARTY SOFTWARE OR THIRD PARTY CONTENT THAT OPERATES SEPARATELY BUT IN CONJUNCTION WITH THE SERVICE, AS THIRD PARTY SOFTWARE AND THIRD PARTY CONTENT IS LICENSED TO YOU UNDER SEPARATE AGREEMENTS EVEN IF OFFERED BY ACL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO A NINETY (90) DAY PERIOD COMMENCING FROM THE DATE YOU ACTIVATE YOUR SUBSCRIPTION TO THE SERVICE.

24. Mutual Limitation of Liability.

- 24.1.** THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, PREMIUM ADD-ONS, CONTENT, THE PROVISION OF TECHNICAL SUPPORT (AS DEFINED BELOW) BY ACL OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU; OR
- 24.2.** THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO ALL DIRECT DAMAGES, WITH AN AGGREGATE VALUE GREATER THAN THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.
- 24.3.** The limitation of liability in Section 24.2 will not apply: (a) to a party's indemnification obligations under this Agreement; (b) if you breach Section 13 (Ownership of Service) or Section 14 (Intellectual Property and Restrictions); (c) to any fees owed on termination; (d) to any gross negligence or willful misconduct of a party; or (e) to liability for death or personal injury.
- 25. Notices.** Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to ACL Services Ltd. at its address set out at <https://www.acl.com/about-us/contact-us/> (Attention: Legal Department) and to you at the address provided on the applicable Order Form when you subscribed to, or renewed your subscription to, the Service. Either party may, from time to time, change their address for notice by providing written notice of the change of address to the other party, which notice may be sent by fax, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier, registered mail or confirmed email (except that e-mail notice will not apply for notices required under the "Termination for Cause" or "Dispute Resolution" provisions of this Agreement). Delivery will be deemed effective upon receipt, if delivered personally or by courier, on five (5) business days from sending, if delivered by registered mail, or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).
- 26. Governing Law.** If you are located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If you are located in Asia (other than the Middle East) this Agreement will be governed by and construed in accordance with the laws of Singapore. If you are located in any other country or location, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 27. Dispute Resolution.** This section will apply to resolve all disputes arising out of or relating to this Agreement and your use of the Service. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem

reasonably necessary to resolve the controversy or claim. If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. If you are located in the United States, the arbitration will be held in New York, NY, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in Asia (other than the Middle East) the arbitration will be held in Singapore and the arbitration will be conducted in accordance with SIAC (Singapore International Arbitration Centre) Rules. If you are located in any other country or location, the arbitration will be held in Vancouver, B.C., Canada and the arbitration will be conducted in accordance with the International Commercial Arbitration Rules of Procedures of the British Columbia International Commercial Arbitration Centre. The language of the arbitration will be English.

- 28. Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.
- 29. Complete Agreement.** This Agreement, the Order Form and all other agreements and terms incorporated by reference herein or in which this Agreement is incorporated by reference comprise the complete and exclusive statement of the agreement between the parties with respect to your subscription to the Service and supersede any prior discussions or agreements, oral or written, between the parties with respect to the Service. The terms of any customer purchase order or other customer ordering document will not be binding on ACL and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Service which is signed by both you and ACL, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.
- 30. Assignment and Enurement.** Either party may, upon giving prior written notice to the other party, assign its rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement. In addition to the foregoing, you may only assign this Agreement if the assignee, is not a competitor of ACL, you cease use of the Service and the usage of the Service does not exceed the number of Named Users for which you have purchased subscriptions. Neither party will be considered in breach of the confidentiality provisions of this Agreement by reason of such assignment. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 31. U.S. Government End Users.** The Service qualifies as "**Commercial Items**", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
- 32. Technical Support.** Subject to Section 12 (Training Course and ACL Academic Network Use) of this Agreement, technical support services for the Service ("**Technical Support**") are included in the subscription at no additional charge. Technical Support consists of the services set out at <https://www.acl.com/products/training-and-enablement/#te-sc> (or such URL as may be utilized by ACL for this purpose), which services may be amended or updated by ACL from time to time. Technical Support will be provided to your employees or contractors who are authorized to use the Service. If you have purchased your subscription to the Service from an ACL authorized distributor or reseller, some of the Technical Support services may be provided by the distributor or reseller on terms agreed upon between you and the distributor or reseller. Technical Support does not include the development or support of any customized applications for the Service by ACL. The provision of Technical Support and this Agreement do not impose any obligation on ACL to release new or updated versions of the Service. Technical Support will not be provided if you are using the Service in a manner which breaches this Agreement. Technical Support is only available during the term of your paid subscription as set out in Section 4 (Term and Renewal).
- 33. Monitoring Usage.** You acknowledge and agree that ACL may, from time to time, review and monitor use of the Service, including analysis of individual user behavior, in order to test and evaluate the performance of the Service and to protect the operation and integrity of ACL's systems. ACL may collect technical data and related account activity information, including, but not limited to, technical information about your use of the Service (for example: session length, device type, operating system), and use this information (other than Customer Data) for purposes of research, development and service improvement. Such information does not include Customer Data and is data used by ACL internally. The foregoing shall not in any way limit ACL's obligations under Sections 6 (Protection, Ownership and Use of Customer Data) or 16 (Confidentiality) of this Agreement.

- 34. ACL GRC Success Plans.** If you have subscribed to an ACL GRC Success Plan (“**Success Plan**”) as a Premium Add-On as set forth in the applicable Order Form, ACL will deliver the services and deliverables as set forth in the applicable Success Plan you have purchased. All terms and conditions set forth in this Agreement are applicable. ACL will deliver the applicable Success Plan in accordance with accepted industry practice with the requisite skill and care that would be exercised by those who perform similar services. ACL will provide competent personnel (either ACL employees or ACL certified contractors) with sufficient skill, knowledge and training to deliver the applicable Success Plan and will further ensure that such personnel adhere to your applicable and reasonable safety and security guidelines. ACL remains responsible for the actions of the personnel that it assigns. The Success Plans are not subject to modification or change. You may purchase additional training or consulting services or modifications to the ACL GRC Success Plans by entering into a Statement of Work and the ACL Training and Consulting Services Terms applicable thereto set out at <https://www.acl.com/about-us/legal/> at ACL’s standard rates for such professional services.
- 35. Compliance with Laws.** Each party will comply with applicable privacy and data protection laws and its own data security policies in connection with the Service. If you are subject to EU data protection laws, ACL will not store or transfer any personal data of European customers outside the European Economic Area or jurisdictions that have been determined by the EU Commission to provide adequate safeguards (such as Canada or Switzerland). ACL will, on written request, enter into a data processing agreement with you based on the EU Standard Contractual Clauses 2010 with respect to personal data relating to EU data subjects. If and to the extent any Customer Data constitutes “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996 and related rules, ACL will, on written request, enter into ACL’s standard form of Business Associate Agreement with you. If you are required to comply with the information security standards required by the Gramm-Leach-Bliley Act and the regulations issued thereunder, ACL will reasonably cooperate with you to assist you, at your cost, in complying with such laws as they apply to the Services.
- 36. Customer List.** You agree that ACL may include your name in ACL’s published customer list, which may be provided to other potential customers of ACL and/or its affiliates or distributors. ACL will remove you from this list if you notify ACL in writing that you wish to be removed.

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Schedule "A"

ACL GRC Service Level Agreement

This Service Level Agreement ("SLA") applies to customers who have purchased the ACL GRC Service. Capitalized terms used but not defined herein have the meanings given to them in the ACL GRC Terms of Use that reference this SLA.

1. **Service Level.** ACL will use commercially reasonable efforts to make the Service operational and available to you at least 99.9% of the time in any calendar month, excluding periods of Scheduled Maintenance (the "Performance Commitment"). If ACL does not meet the Performance Commitment, and if you meet your obligations under the ACL GRC Terms of Use and this SLA, you will be eligible to receive the Service Credits described below. This Performance Commitment states your sole and exclusive remedy for any failure by ACL in providing the Service. Notwithstanding the foregoing, if ACL fails to meet its Performance Commitment for three consecutive months during your subscription term, you may terminate your subscription and the ACL GRC Terms of Use for material breach.

2. **Definitions.**

- a. **"Downtime"** means a period of at least ten (10) consecutive minutes during which the Service is unavailable and cannot be accessed or used. Intermittent interruption, downtime for a period of less than ten (10) minutes or unavailability of the Service caused by circumstances beyond ACL's reasonable control, including, but not limited to, external forces affecting the reliability of the internet, computer systems or other devices or mediums through which you access the Service will not be counted as Downtime. Downtime will be measured exclusively through an independent third party monitoring service or application selected by ACL. The current monitoring service can be accessed at status.aclgrc.com.
- b. **"Monthly Uptime Percentage"** means the Scheduled Service Uptime (defined below) minus the total number of minutes of Downtime in a calendar month, divided by the Scheduled Service Uptime.

Example: In a 30-day month, if there were 200 minutes of Scheduled Maintenance and 100 minutes of Downtime, the Monthly Uptime Percentage for that calendar month would be:

$$\frac{(43,200 - 200 - 100)}{(43,200 - 200)} = 99.77\%$$

- c. **"Scheduled Maintenance"** means occasional maintenance to add resources, upgrade software, install security patches, etc., to the Service. Scheduled Maintenance typically occurs during the period of lowest anticipated system usage. System notification will be provided in advance of Scheduled Maintenance. During Scheduled Maintenance, certain components of the Service may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed.
- d. **"Scheduled Service Uptime"** means the total number of minutes in a calendar month (e.g., 43,200 minutes in a 30-day month) less the number of minutes of Scheduled Maintenance in such month.
3. **Service Credits.** If the Monthly Uptime Percentage for any calendar month is less than 99.9% and you are impacted by any Downtime (for example, if the Downtime occurs during 1am-2am EST and you are not accessing the Service during this time, you are not impacted by any Downtime), ACL will extend your Service subscription term, at no charge, by the applicable number of days noted in the table below. By way of illustration, in the Example provided above, the customer would be entitled to three (3) days additional Service at no charge.

Monthly Uptime Percentage	#Days Service subscription is extended
< 99.9% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

4. **Customer Must Request Service Credit.** In order to receive a Service Credit as described above, you must notify ACL within thirty (30) days from the last day of the calendar month for which you wish to receive a Service Credit. No Service Credits will be issued after this thirty (30) day period.
5. **Maximum Service Credits.** The aggregate maximum number of Service Credits to be issued by ACL to you for any and all Downtime in a single calendar month will not exceed fifteen (15) days of Service added to the end of your subscription term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.
6. **Service Credit Exclusions.** The Performance Commitment does not apply to (and no Service Credits are available to you as a result of) any unavailability, suspension or termination of a Service (a) caused by factors outside ACL's reasonable control, including any force majeure event, (b) that results from your actions or inactions or those of any employee, contractor, agent or third party acting on your behalf, (c) that results from your systems or software or from any non-ACL equipment, software or technology (other than third party equipment within ACL's direct control), (d) Scheduled Maintenance, or (e) that results from a suspension or termination of your right to use the Service in accordance with the ACL GRC Terms of Use.