

## **FIRST AMENDMENT TO THE SHARED ASSESSMENTS SUBSCRIPTION AGREEMENT**

This First Amendment (this “**Amendment**”) to the Shared Assessments Subscription Agreement (the “**Original Agreement**” or “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Amendment Effective Date**”), by and between \_\_\_\_\_ (the “**Customer**”) and Shared Assessments LLC (“**Shared Assessments**”) (each a “**Party**,” together, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the Parties entered into the Original Agreement, pursuant to which Shared Assessments licensed certain content to Customer under a subscription model; and

**WHEREAS**, Shared Assessments has included in its delivery model a Software-as-a-Service platform through which customers may access the Licensed Content online; and

**WHEREAS**, except as expressly modified by this Amendment, the Original Agreement shall remain in full force and effect.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AMENDMENT**

#### **Section 1. Definitional Amendments.**

**1.1** The following new defined terms are hereby added to the Agreement:

“**AI**” means any system, software, model, technology, or other artificial intelligence product that can perform tasks that would normally require human intelligence, such as visual perception, speech recognition, decision-making, language translation, content generation, pattern recognition, or predictive analytics.

“**AI User Features**” means optional user AI-powered feature, for example, enabling the Customer to generate summary reports of scored assessment results.

“**Access Details**” means login credentials, usernames, passwords, and authentication tokens provided to Authorized Users for the purpose of accessing the Platform.

“**Authorized Users**” means any member, partner, director, employee, or consultant of Customer granted access to the Platform by Shared Assessments, as specified in the Order Form.

**“Commencement Date”** means the date of initial purchase of the Service if purchased online, or if later, the date for commencement or continuation of the provision of the Service as set out in the Order Form.

**“Customer Data”** means information input by Authorized Users using the functionality provided by the Platform, including SIG response data. All data and information that is input and stored in the Platform by the Customer or their Authorized Recipients shall remain property of the Customer.

**“License”** means the non-transferable, non-exclusive, non-sublicensable license granted to the Customer pursuant to the license grant provisions of the Agreement.

**“Losses and Expenses”** means any and all liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.

**“Platform”** means Shared Assessments’ online software platform through which the Customer may access, utilize, and interact with the Licensed Content.

**“Service”** means the provision of access to the Licensed Content on the Platform pursuant to the License.

**“Third Party Information”** means third party websites, pages, and documents to which the Platform or any of the Licensed Content is linked or which the Customer and Authorized Users may otherwise access through links on the Platform.

**1.2** The definition of “Affiliate” is hereby amended and restated in its entirety as follows:

**“Affiliate”** means, with respect to a Party, any person, corporation, or other business entity Controlled by, Controlling, or under common Control or ownership with that Party, whereby Control means: (a) the possession of the power to direct the policies and procedures of an entity and govern its operations; (b) the direct or indirect ownership of more than 50% of the equity interest in such corporation or business entity; or (c) the ability in fact to control the management decisions of such corporation or business entity.

**1.3** The definition of “Licensed Content” is hereby amended and restated as follows:

**“Licensed Content”** means the documents (and their internal content and related information, in whole or in part) provided by Shared Assessments designed to address issues related to third party risk assurance, including regulatory compliance and risk management.

## **Section 2. Service Provisions.**

The following new Service provisions are hereby added to the Agreement:

**2.1** Shared Assessments shall, from the Commencement Date, provide the Service to the Customer subject to the terms of the Agreement.

**2.2** The Customer agrees that:

- (a) Shared Assessments shall have no liability or responsibility in respect of any unavailability of the Service caused by repairs, maintenance, or updating of the Platform (whether scheduled or unscheduled);
- (b) none of the Licensed Content constitutes a solicitation, offer, opinion, representation, endorsement, nor recommendation by Shared Assessments, nor does it provide legal, tax, accounting, financial, or investment advice or services; and
- (c) the Platform and the Licensed Content may be added to, removed, updated, or otherwise changed at any time without prior notice to the Customer.

**2.3** Third Party Information is independent of the Platform and the Service and is for information only. Shared Assessments has no responsibility for the content, availability, or the Customer's or the Authorized Users' use of Third Party Information, or the maintenance or updating of any links thereto. Shared Assessments accepts no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by the Customer or any Authorized Users as a result of its or their use of or reliance on any Third Party Information.

**2.4** The Platform and the Licensed Content are protected by copyright, trademarks, and other intellectual property rights owned by Shared Assessments or licensed to Shared Assessments. Nothing in the Agreement grants or is intended to grant the Customer any right, title, or interest in the Platform or the Licensed Content or any intellectual property rights contained therein, other than pursuant to the License.

**2.5** The Platform may include optional AI User Features. Such features shall be configurable and may be enabled by the Customer at the Customer's sole discretion.

**2.6** The Customer acknowledges and agrees that Shared Assessments may use anonymized and aggregated data regarding customer usage patterns and anonymized and aggregated Customer Data submitted through the Platform to improve the Platform.

### **Section 3. License Grant Amendments.**

#### **3.1** The following Customer access control obligations are hereby added to the Agreement:

The Customer shall:

- (a) put in place appropriate technical and administrative controls to ensure that Access Details are accessible only by Authorized Users;
- (b) ensure that all Authorized Users are its members, partners, directors, employees, or consultants, and that only Authorized Users shall access or otherwise use the Platform or any Licensed Content;
- (c) advise each Authorized User to treat Access Details as Confidential Information, and not to share Access Details (in whole or in part) with any other person;
- (d) advise each Authorized User that their access to and use of the Platform and the Licensed Content are subject to the Data Processing Addendum;
- (e) ensure that an Authorized User immediately ceases accessing and using the Platform and the Licensed Content: (i) on ceasing to be an Authorized User; or (ii) if Shared Assessments suspends or cancels an Authorized User's access to the Platform and the Licensed Content pursuant to the Agreement; and
- (f) promptly notify Shared Assessments if it discovers or reasonably suspects that the Platform or the Licensed Content have been used or accessed by anyone other than an Authorized User or in any manner not permitted by the Agreement.

#### **3.2** The following Customer Data compliance provisions are hereby added to the Agreement:

- a) The Customer shall ensure that the Customer Data and any other material uploaded to, input, or saved on the Platform by itself or any Authorized User: (a) complies with the Agreement; (b) does not infringe the rights of any third party, including any Intellectual Property Rights a third party may hold; and (c) is not illegal or defamatory in any way. The Customer indemnifies and holds harmless Shared Assessments from and against any and all Losses and Expenses arising out of or in connection with any third party claim involving any Customer Data or other material uploaded, input, or saved on the Platform by the Customer or any Authorized User.
- b) Customer may use Shared Assessments Confidential Information within a private, enterprise-controlled AI environment that: (i) is operated solely for Customer's internal use; (ii) does not use Shared Assessments Confidential Information for model training, retraining, fine-tuning, benchmarking, testing, validation, or service improvement; (iii) does not permit access to such information by other customers or users (except Authorized Recipients); and (iv) otherwise complies with this Agreement. Customer

will ensure that any Shared Assessments Confidential Information provided to an AI tool is deleted from the AI tool and is not retained by the AI provider for model training or other purposes. Such Confidential Information shall be deleted from the AI system either after the generation of the corresponding output (on a zero data retention basis) or no later than the expiration or termination of this Agreement.

- c) Customer may never input, upload, submit, disclose, transmit, process, or otherwise make available any Shared Assessments Confidential Information or Licensed Content to any public artificial intelligence, including, but not limited to, machine learning, generative AI, large language model, foundation model, frontier model, or similar service ("Public AI Service"). For purposes of this Section, Public AI Service includes any AI platform, model, application, or service that is publicly available, shared among multiple customers, provider-controlled, or operated in a multi-tenant environment in which Customer does not maintain exclusive control over the model and data-processing environment. If Customer uses any Shared Assessments Confidential Information in connection with AI, or in any manner that violates any license restrictions in the Agreement, Shared Assessments may, in its sole discretion and with immediate effect, suspend Customer's access to the Licensed Content or terminate the Agreement, in whole or in part, upon written notice. The remedies in this Section are in addition to, and not in lieu of, any other rights or remedies available to Shared Assessments at law, in equity, or under the Agreement.

#### **Section 4. Data Protection and Privacy.**

The following Data Protection and Privacy provision is hereby added to the Agreement:

The Parties agree to comply with the Data Processing Addendum, found at <https://sharedassessments.org/terms-of-use> which is incorporated herein by reference and forms part of the Agreement.

#### **Section 5. Warranty Amendments.**

**5.1** The following mutual authority warranty is hereby added to the Agreement:

Each Party represents and warrants to the other that it has the requisite power, right, and authority to enter into and perform its obligations under the Agreement, and the Agreement when executed will constitute valid, lawful, and binding obligations on it, enforceable in accordance with its terms.

**5.2** The warranty disclaimer provision of the Original Agreement is hereby amended to include a reference to the Platform alongside the Licensed Content, such that the disclaimer applies to the Licensed Content and the Platform.

## **Section 6. Deleted Provisions.**

The Upgrades section of the Original Agreement (including the provisions regarding new releases, upgrades, features, and the availability of configuration, mapping support, and technical issues for an additional fee) is hereby deleted in its entirety. Platform updates and Licensed Content modifications shall be governed by Section 2 of this Amendment.

## **Section 7. Cross-Reference Updates.**

All internal cross-references in the Original Agreement are hereby deemed updated to reflect the section numbering and structure of the Agreement as modified by this Amendment. Any cross-reference in the Original Agreement to a section that has been amended, restated, relocated, or deleted by this Amendment shall be construed as a reference to the corresponding provision of the Agreement as amended hereby.

## **MISCELLANEOUS**

**A. Ratification.** Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect, and is hereby ratified and confirmed. In the event of any conflict between the terms of the Original Agreement and this Amendment, the terms of this Amendment shall control.

**B. Defined Terms.** Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

**C. Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by e-mail or other electronically delivered signatures shall be as effective as delivery of a manually executed counterpart.

**D. Entire Agreement.** This Amendment, together with the Original Agreement (as amended hereby), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements relating to such subject matter.

**E. Notices.** Absent a resultant delivery failure notification, notices may also be provided by email to the addresses set forth in this Agreement (or as updated by a party in writing), which for Shared Assessments shall be [legal@sharedassessments.org](mailto:legal@sharedassessments.org), and shall be deemed received upon transmission.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the Amendment Effective Date.

**SHARED ASSESSMENTS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[CUSTOMER NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_