

Subscription Agreement

This Subscription Agreement is made between the customer electronically accepting these terms or as otherwise identified in an ordering document (the “**Customer**”) and Shared Assessments LLC (“**Shared Assessments**”) (each a “**Party**”, together, the “**Parties**”) and governs Customer’s use of Shared Assessments’ Platform and Content (each as defined below).

1. Service

- 1.1. Shared Assessments shall, from the Commencement Date, provide the Service to the Customer on and subject to the terms of this Agreement.
- 1.2. The Customer agrees that:
 - 1.2.1. 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);
 - 1.2.2. None of the Content constitutes a solicitation, offer, opinion, representation, endorsement or recommendation by Shared Assessments nor does it provide legal, tax, accounting, financial or investment advice or services; and
 - 1.2.3. The Platform and the Content may be added to, removed, updated, or otherwise changed at any time without prior notice to the Customer.
- 1.3. Third party websites, pages, and documents to which the Platform or any of the Content is linked or which the Customer and Authorized Users may otherwise access through links on the Platform (“**Third Party Information**”) are independent of the Platform and the Service and are 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.
- 1.4. The Platform and the Content are protected by copyright, trademarks and other intellectual property rights owned by Shared Assessments or licensed to Shared Assessments. Nothing in this Agreement grants or is intended to grant the Customer any right, title, or interest in the Platform or the Content or any intellectual property rights contained therein, other than pursuant to the License.
- 1.5. The Platform may include optional AI User Features. AI User Features shall be configurable and may be enabled by the Customer at the Customer’s sole discretion.
- 1.6. The Customer acknowledges and agrees that Shared Assessments may use anonymized and aggregated data regarding Customer usage patterns and anonymized and aggregated Customer Data to improve and refine the Platform.

2. Content License and Restrictions

- 2.1. Shared Assessments grants to the Customer a non-transferable, non-exclusive, non-sublicensable, license to use, reproduce, and distribute the Content to Authorized Recipients for the Permitted Purpose and during the Term. The same License may be granted to the Customer’s Affiliate, upon prior written approval by Shared Assessments.
- 2.2. If Customer seeks to incorporate the Content into software or another product or service offered for distribution, license or sale by the Customer, it must first execute a separate addendum with Shared Assessments permitting such incorporation.
- 2.3. As a condition of the License, the Customer shall not:
 - 2.3.1. Provide access to the Content to any third party (except Authorized Recipients) or otherwise permit a third party to provide access to the Content (except Authorized Recipients for the Permitted Purpose);
 - 2.3.2. Copy or reverse engineer the Content or otherwise attempt to discover any software components of the Content (except to the limited extent that applicable law prohibits such restrictions);

- 2.3.3. Use or export the Content in breach of any applicable laws, regulations or restrictive measures;
- 2.3.4. Store or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful via the Content;
- 2.3.5. For data in or from the United States, input any Protected Health Information (as the term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded or replaced) in the Content;
- 2.3.6. Modify the Content, except as permitted in Section 4 of the Agreement;
- 2.3.7. Use the Content in a manner that infringes any Intellectual Property Rights; or
- 2.3.8. Exercise or permit Authorized Recipients to exercise any right granted in Section 2.1 with respect to any Content having a Release Date earlier than two years prior to the first date of the Term. A current version of the Content should be utilized.
- 2.4. Customer shall maintain the copyright notices, name, and marks that appear on the Content, and any materials relating to the Content, and shall comply with applicable conventions regarding copyright and source of material attribution.
- 2.5. 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.
- 2.6. Customer may never input, upload, submit, disclose, transmit, process, or otherwise make available any Shared Assessments Confidential Information or 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.
- 2.7. If Customer uses any Shared Assessments Confidential Information in connection with AI, or in any manner that violates Section 2, then notwithstanding Section 11 or any cure period otherwise provided in the Agreement, Shared Assessments may, in its sole discretion and with immediate effect, suspend Customer's access to the 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.
- 2.8. The Customer shall:
 - 2.8.1. Put in place appropriate technical and administrative controls to ensure that Access Details are accessible only by Authorized Users;
 - 2.8.2. 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 Content;
 - 2.8.3. 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;
 - 2.8.4. Advise each Authorized User that their access to and use of the Platform and the Content are subject to the Data Processing Addendum;
 - 2.8.5. Procure that an Authorized User immediately ceases accessing and using the Platform and the Content:
 - 2.8.5.1. on ceasing to be an Authorized User;
 - 2.8.5.2. if Shared Assessments suspends or cancels an Authorized User's access

to the Platform and the Content pursuant to this Agreement;

2.8.6. Promptly notify Shared Assessments if it discovers or reasonably suspects that the Platform or the Content have been used or accessed by anyone other than an Authorized User or in any manner not permitted by this Agreement.

2.9. 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:

2.9.1.1. Complies with this Agreement;

2.9.1.2. Does not infringe the rights of any third party, including any Intellectual Property Rights a third party may hold; and

2.9.1.3. Is not illegal or defamatory in any way, and the Customer defends, 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.

3. Confidentiality

3.1. A Receiving Party may receive Confidential Information of the Disclosing Party, and the Receiving Party shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that the Receiving Party uses with respect to its own, similar Confidential Information, which will be in no case less than reasonable care and discretion.

3.2. The Receiving Party shall not disclose Confidential Information to any person other than such Party's employees, contractors, agents, advisors, officers or suppliers who have a need to know that Confidential Information, provided that the Receiving Party remains responsible for the confidentiality of the information.

3.3. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfil obligations under the Agreement.

3.4. Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law; or (b) necessary to exercise its rights or perform its obligations under and in accordance with the Agreement.

4. Intellectual Property Rights

4.1. Shared Assessments owns all Intellectual Property Rights embodied in the Content provided by Shared Assessments under the Agreement, including all modifications or derivatives thereof and any modifications proposed by the Customer. The Customer may subdivide the Content into provisions that are appropriate for Authorized Recipients. No modifications other than this subdivision may be made to the Content without Shared Assessments' express written consent. No rights, including Intellectual Property Rights, are granted to the Customer other than as expressly set forth in the Agreement.

4.2. Shared Assessments shall be the sole owner of any newly developed Intellectual Property Rights related in any way to the upgrades or newly developed Content. The Customer hereby (a) grants Shared Assessments a non-exclusive, perpetual, irrevocable, worldwide license to use, for creation of such upgrades or newly developed Content, any requests, feedback, or ideas ("**Feedback**") from the Customer; and (b) assigns to Shared Assessments any of these newly developed Intellectual Property Rights that result from Feedback.

4.3. The Customer agrees to allow Shared Assessments to publicly use the Customer's logo for publicity/marketing purposes on its website. Shared Assessments will cease using the Customer's logo at its written request, and Shared Assessments will request written permission to use a Customer logo for any other purpose.

5. Data Protection and Privacy

5.1. The Parties agree to comply with the Data Processing Addendum available at <https://sharedassessments.org/terms-of-use/>.

6. Fees and Payment

- 6.1. Access to the Platform and Content will be provided only after this Agreement is fully executed and full payment is received by Shared Assessments. All payment obligations are non-cancellable, and all amounts paid are non-refundable (unless expressly stated otherwise in the Agreement). Customer agrees to provide Shared Assessments with complete and accurate billing and contact information.
- 6.2. All payments shall be made in U.S. Dollars or as otherwise designated in the Order Form in full and cleared funds without any set-off, counterclaim, deduction or withholdings (except for any deduction or withholding required by law) within thirty (30) days after the applicable invoice date (the “**Payment Due Date**”).
- 6.3. Customer agrees that if payment is made via credit card or online processing platforms, an additional fee of 3% of the total transaction amount will be added to cover the costs associated with such processing. This fee is non-refundable and will be included in the total amount charged to Customer.
- 6.4. All sums payable under the Agreement are exclusive of value added tax (VAT) or any other local sales taxes, for which Customer shall be responsible. Customer shall be responsible for and shall pay to Shared Assessments all state and local taxes applicable to the Platform or Content and any other items provided by Shared Assessments under this Agreement, however designated or levied against sales, use, or delivery, whether now in force or enacted in the future.
- 6.5. If payment has not occurred by the Payment Due Date, then without limiting any other right or remedy available to Shared Assessments, Shared Assessments may assess a Late Fee of 1.5% of the invoice amount. Prior to charging Late Fees, Shared Assessments will contact Customer regarding the delinquency and verify receipt of the applicable invoice. Additionally, if payment is not made within sixty (60) days of the due date for any Renewal Term, Shared Assessments may increase the invoiced amount by five percent (5%) or withdraw any offered discount, whichever is smaller.

7. Warranties and Disclaimers

- 7.1. 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 this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.
- 7.2. THE CONTENT AND THE PLATFORM ARE PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHARED ASSESSMENTS DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS RELATING TO THE CONTENT AND/OR THE PLATFORM, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR OTHER TERMS OF SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnity

- 8.1. Shared Assessments agrees to defend Customer against any third-party claim that Customer’s use of the Content, as made available by Shared Assessments to Customer and used in accordance with the Agreement, directly infringes a third party’s Intellectual Property Right (an “**Infringement Claim**”), and indemnify the Customer from the resulting costs and damages finally awarded against the Customer by a court of competent jurisdiction or agreed to in settlement; provided that: (a) the Customer promptly notifies Shared Assessments in writing of the Infringement Claim; (b) Shared Assessments has sole control of the defense and all related settlement negotiations; (c) the Customer provides Shared Assessments with the information, assistance, and authority to enable Shared Assessments to perform its obligations under this Section 8; and (d) the Customer makes no admission of liability and does not compromise the ability of Shared Assessments to defend

the claim. The Customer may not settle or compromise any Infringement Claim without the prior written consent of Shared Assessments.

- 8.2. In any action based on an Infringement Claim, Shared Assessments may, either: (i) procure the right for the Customer to continue using the Content in accordance with the Agreement; (ii) make modifications to replace the Content so that the infringing Content becomes non-infringing without incurring a material diminution in utility of the Content; or (iii) terminate the right to use the infringing Content and refund to the Customer the unused remainder of any Content fees prepaid by the Customer and received by Shared Assessments for such infringing Content. Shared Assessments shall have no liability or obligations for an Infringement Claim pursuant to this Section 8 of this Agreement to the extent that it results from: (a) modifications to the Content made by a party other than Shared Assessments or by a party that is not under the direct control of Shared Assessments; (b) the combination, operation, or use of the Content with non-Shared Assessments products, software, or materials; or (c) use of the Content outside the scope of the Agreement; or (d) Shared Assessments' use of any Customer Data, or Customer's insertion of Customer Data, designs, instructions, specifications, or the like (Customer Materials), if any, within the Content to the extent the Infringement Claim was caused by such Customer Materials. This Section 8 sets out the Customer's sole and exclusive remedies and Shared Assessments' entire liability with respect to claims subject to indemnification.

9. **Liability**

- 9.1. EACH PARTY'S TOTAL AGGREGATE LIABILITY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY, WITH RESPECT TO ALL SUBJECT MATTER RELATING TO THE AGREEMENT, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO SHARED ASSESSMENTS (WHETHER OR NOT INVOICED) UNDER THE AGREEMENT IN THE YEAR PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.
- 9.2. NEITHER PARTY WILL BE LIABLE FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OF REVENUES; (C) LOSS OF PROFITS; (D) LOSS OR INACCURACY OF DATA; OR (E) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING IN CONNECTION WITH THE AGREEMENT, IN EACH CASE, REGARDLESS OF THE FORM OF ACTION (AND WHETHER (B) THROUGH (E) ARE DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL), WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY.
- 9.3. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN SECTIONS 9.1 AND 9.2 SHALL NOT APPLY TO BREACHES OF LICENSE RESTRICTIONS SET OUT IN SECTION 2 OF THE AGREEMENT, CUSTOMER'S PAYMENT OBLIGATIONS, A BREACH OF SECTION 3 (CONFIDENTIALITY), GROSS NEGLIGENCE AND WILLFUL MISCONDUCT. FURTHERMORE, NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS SHALL BE CAPPED AT ONE MILLION U.S. DOLLARS.

10. **Term**

- 10.1. This Agreement shall:
- 10.1.1. continue in force for an initial term of twelve (12) months from the Commencement Date or such other period indicated in the Order Form ("**Initial Term**"); and
- 10.1.2. renew automatically for one or more further consecutive terms of twenty-four (24) months (each a "**Renewal Term**") on Shared Assessments' then-current pricing and terms,

together the (“**Term**”), unless terminated by either party in accordance with Section 11.

- 10.2. Not less than sixty (60) days prior to the expiry of the then-current Initial Term or Renewal Term, Shared Assessments shall, if it intends to continue providing the Service to the Customer, notify the Customer of the Annual Fee to be payable in respect of the provision of the Service for one or more subsequent Renewal Terms.

11. Termination and Suspension

- 11.1. Not less than thirty (30) days prior to the expiry of the Initial Term or any Renewal Term, either Party may terminate the Agreement by giving written notice to the other, with such termination occurring at the end of the then-current Initial Term or Renewal Term.
- 11.2. Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
 - 11.2.1. the other Party breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) days of the effective date of such written notice requiring the remedy of such breach; or
 - 11.2.2. if either Party: (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian, or trustee to take possession of all or substantially all of that Party’s property.
- 11.3. Upon termination of the Agreement by any means:
 - 11.3.1. the rights granted under the Agreement will terminate and Shared Assessments will remove access to the Platform and the Content;
 - 11.3.2. Customer:
 - 11.3.2.1. Shall promptly destroy any and all Shared Assessments Confidential Information;
 - 11.3.2.2. Shall immediately cease all downloading, use, access to, and reproduction of the Content;
 - 11.3.2.3. Shall provide Shared Assessments with written verification that the preceding obligation above has been completed within 30 days of termination; and
 - 11.3.2.4. May retain a copy of the Content for archival purposes only, subject to the confidentiality obligations and the other terms of the Agreement.
- 11.4. Without limiting the foregoing, Shared Assessments may upon fourteen (14) days’ prior written notice suspend or limit Customer’s access to or use of the Platform and Content without liability if:
 - 11.4.1. Customer has not paid all applicable fees by the Payment Due Date;
 - 11.4.2. Customer’s use of the Platform or Content breaches the Agreement; or
 - 11.4.3. For any infringement, misappropriation, or misuse of Shared Assessments’ Intellectual Property Rights or Confidential Information in the Platform or Content under Sections 2 and 4 of this Agreement,
- 11.5. provided that Shared Assessments, in its sole discretion, will promptly end such suspension under Sections 11.4.1 or 11.4.2 when Customer cures the foregoing, without prejudice to Shared Assessments’ other remedies in respect of the applicable breach.
- 11.6. Termination or suspension of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or suspension, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or suspension.

12. General

- 12.1. Except as otherwise provided herein, all notices under the Agreement shall be deemed properly given and effective (a) when deposited in the United States certified mail, registered mail, postage prepaid or return receipt requested; (b) when deposited with an internationally recognized overnight delivery service such as Federal Express with all fees

and charges prepaid, and in each case addressed to the contact and physical address listed on the Order Form; or (c) absent a resultant delivery failure notification, 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, and shall be deemed received upon transmission.

- 12.2. Except for an assignment by Shared Assessments to an Affiliate, neither the rights nor the obligations arising under the Agreement are assignable or transferable by either Party without the other Party's prior written consent (which will not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect.
- 12.3. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Agreement, its subject matter, or formation shall be governed by and construed in accordance with the governing law identified in Section 12.6 and will be resolved in accordance with such jurisdiction. The Parties consent to the exclusive jurisdiction of such court specified in Section 12.6 and waive any personal jurisdiction or venue defenses otherwise available. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded and will not apply to the Agreement. In any action to enforce the Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred. No claim or action may be brought by either Party against the other Party arising in any way out of the Agreement after one year from the date on which the cause of action arose (and regardless of the nature of the claim or form of action) provided, however, the foregoing limitation shall not apply to any claim or action related to the infringement of a Party's Intellectual Property Rights.
- 12.4. Each provision of the Agreement shall be considered severable such that if any provision conflicts with any existing or future law, or is held to be illegal, unenforceable, or invalid by a court, the other provisions of the Agreement shall be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Agreement shall otherwise remain in effect.
- 12.5. The Agreement and all related documentation are and will be in the English language and all disputes arising under the Agreement shall be resolved in the English language.
- 12.6. The governing law for this Agreement shall be the laws of the State of Delaware, without regard to its conflict of law provisions. The Parties hereby agree that the exclusive jurisdiction and venue for any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be the courts located in the State of Delaware.
- 12.7. The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and the Content, superseding all other proposals, purchase orders, communications, and understandings, oral or written, relating to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. To the extent there is any conflict or inconsistency between the Agreement and any Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency, but for that particular Order Form only. Any additional or different terms or conditions proposed by the Customer are hereby expressly excluded.
- 12.8. Except as expressly provided in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.
- 12.9. Any waiver of any provision of the Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.
- 12.10. The Agreement does not confer any right or benefit on any person who is not a Party to it and no one other than a Party to the Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of the Agreement.

- 12.11. A delay by either Party in performing its obligations (except for the payment obligations herein) will not be a breach of the Agreement if caused by fire, flood, other acts of God or other event beyond the reasonable control of such Party. The affected Party will notify the other Party of such event and resume performance as soon as possible.
- 12.12. The Agreement may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to the Agreement by e-mail or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of the Agreement.
- 12.13. Nothing in the Agreement is intended to create a joint venture, partnership, agency, or employment relationship between the Parties. The Parties agree that their relationship is solely that of independent contractors.
- 12.14. Any sections which would generally survive termination due to the content of such section, including, but not limited to, Sections 2.8, 4, 7, 8, and 9, will survive the termination of the Agreement. The rights and obligations set forth in such provisions shall survive for so long as necessary to give effect to such provisions in accordance with their terms and subject to the applicable statute of limitations.

13. **Definitions**

- 13.1. “**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.
- 13.2. “**AI User Features**” means any optional user AI-powered feature, for example, enabling the Customer to generate summary reports of scored assessment results.
- 13.3. “**Access Details**” means login credentials, usernames, passwords, and authentication tokens provided to Authorized Users for the purpose of accessing the Platform.
- 13.4. “**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.
- 13.5. “**Annual Fee**” means the annual fee for the provision of the Service to the Customer in respect of the relevant Initial Term or Renewal Term.
- 13.6. “**Authorized Recipients**” means: (a) the Customer; (b) the Customer’s service providers or vendors in order to assess the service provider/vendor; (c) other recipients in order to provide documentation of Customer’s risk management controls, practices, or policies and procedures; and (d) any governmental entity requiring access to the Content by law or for purposes of an investigation. For the avoidance of doubt, transferring the Content to another third party platform is not authorized without an amendment to this Agreement unless it is a Shared Assessments partner listed on the Shared Assessments website on the [SIG Licensee page here](#).
- 13.7. “**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.
- 13.8. “**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.
- 13.9. “**Confidential Information**” means business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, pricing, software code and underlying technical or business information that is disclosed or provided to Receiving Party by or on behalf of Disclosing Party pursuant to the Agreement (or potential future purchases subject to this Agreement); provided, however,

that Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party.

- 13.10. **"Content"** means one or more of the products (and their internal content and associated information, whether 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. The Content may, without limitations, include the then-current version of any of Shared Assessments product offerings, as updated and amended by Shared Assessments from time to time, including, but not limited to: the Third Party Service Inherent Risk Rating (**TPSIRR**), Standardized Control Assessment (**SCA**) Procedure Tools, Shared Assessments' Standardized Information Gathering (**SIG**) Questionnaire Tools, Vendor Risk Management Maturity Model ("**VRMMM**"), Data Governance Tools, and/or the ESG SIG.
- 13.11. **"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 the property of the Customer.
- 13.12. **"Customer Materials"** has the meaning given in Section 8.2.
- 13.13. **"Disclosing Party"** means a Party that discloses Confidential Information to the other Party under Section 3.
- 13.14. **"Feedback"** has the meaning given in Section 4.2.
- 13.15. **"Infringement Claim"** has the meaning given in Section 8.1.
- 13.16. **"Initial Term"** has the meaning given in Section 10.1.1.
- 13.17. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including: (a) patents, disclosures of inventions (whether or not patentable), patent applications, reissues, reexaminations, utility model rights and design rights (registered or otherwise), and registered or other industrial property rights; (b) trademarks, service marks, corporate names, trade names, Internet identifiers, trade dress, and other similar designations of source or origin together with the goodwill symbolized by any of the foregoing; (c) copyrights, moral rights, design rights, database rights, data collections, and other sui generis rights; (d) trade secrets or other proprietary rights in confidential information or technical, regulatory and other information, designs, results, techniques, and other know-how; and (e) applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.
- 13.18. **"Late Fee"** has the meaning given in Section 6.5.
- 13.19. **"License"** means the non-transferable, non-exclusive, non-sublicensable license granted to the Customer pursuant to Section 2.1.
- 13.20. **"Losses and Expenses"** means any and all liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.
- 13.21. **"Order Form"** means the applicable registration form, invoice, or click through agreement referencing this Agreement.
- 13.22. **"Payment Due Date"** has the meaning given in Section 6.2.
- 13.23. **"Permitted Purpose"** means the Customer's internal business or compliance purposes of assessing Authorized Recipients, or providing documentation of the Customer's risk management controls, policies, and procedures to its Authorized Recipients. Subject to any exclusions or limitations found in any applicable addendums, the Customer and Authorized Recipients may not generate revenue from the use of the Content.
- 13.24. **"Platform"** means Shared Assessments' online software platform through which the Customer may access, utilize and interact with the Content.



- 13.25. **“Receiving Party”** means a Party that receives Confidential Information from the other Party under Section 3.
- 13.26. **“Release Date”** means, for a document provided by Shared Assessments, the date on which the document was made available to any customer of Shared Assessments.
- 13.27. **“Renewal Term”** has the meaning given in Section 10.1.2.
- 13.28. **“Service”** means the provision of access to the Content on the Platform pursuant to the License.
- 13.29. **“Term”** has the meaning given in Section 10.1.
- 13.30. **“Third Party Information”** has the meaning given in Section 1.3.