

# 1 TERMS AND CONDITIONS

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This ControlMap Software services agreement (THIS “AGREEMENT”) governs your use of the ControlMap Cybersecurity Compliance Automation and Service platform. If you are entering into this agreement on behalf of your company, you represent and warrant that you have the authority to enter into this agreement on behalf of your company and, “YOU” and “YOUR” as used herein will refer and apply to such Company.

## 1.1 INTERPRETATION AND DEFINITIONS

### 1.1.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in the plural.

### 1.1.2 Definitions (For the Purposes of These Terms and Conditions:)

- **Service** refers to the ControlMap Compliance Automation SAAS Platform.
- **ControlMap or Company** (referred to as either “ControlMap”, “the Company”, “We”, “Us” or “Our” in this Agreement) refers to **ControlMap**, 2018 156th AVE NE BELLEVUE, WA 98007
- **You or Customer** (referred to as either “the Customer”, “You”, “you’re” in this Agreement) refers to the entity or organization that is subscribing to the Service.
- **Customer Data** means any electronic data or information submitted by the Customer or user of the ControlMap platform to the ControlMap platform.
- **Documentation** means ControlMap’s electronic and hardcopy user guide for the Service, which can be updated from time to time.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by ControlMap to Customer.
- **Terms and Conditions** (also referred to as “Terms”) mean these Terms and Conditions that form the entire agreement between you, your Company, or other entity you represent and the ControlMap regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included, or made available by the Service.
- **Website** refers to the Company’s website, accessible from [www.controlmap.io](http://www.controlmap.io)
- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Country** refers to the United States

## 1.2 SUBSCRIPTIONS

### 1.2.1 Subscription plan

You may subscribe to one of the following subscription plans offered by ControlMap

- Monthly subscription to the ControlMap platform
- Annual Subscription which provides access to service for 365 days from the day of subscription

## 1.2.2 Subscription Renewals & Cancellations

The customer may cancel the Services at any time, for any reason and the cancellation will take effect from the next billing cycle based on your subscription plan. The subscription plan can be canceled by contacting ControlMap's customer success team.

You will not receive a refund for the fees already paid for the current Subscription period unless specifically provided under the Agreement. You will be able to access the Service until the end of the then-current Subscription period.

## 1.2.3 Free Trials and Money Back Guarantee

ControlMap may time to time offer special pricing and incentives such as Money Back Guarantee or, Free trials.

### 1.2.3.1 *Free Trial*

The terms of this agreement will apply during the period of the free trials. In all cases, an accurate payment method is required to be configured to start the free trial. ControlMap will automatically charge the method on file at the end of the free trial.

### 1.2.3.2 *30 Day money back guarantee*

ControlMap will refund any paid fees and cancel the contract if you encounter a technical limitation and ControlMap is not able to resolve it to your satisfaction. To avail the refund you must complete all onboarding sessions (3 sessions) in the 30-day period to be trained on ControlMap functions and features.

## 1.2.4 Access

ControlMap hereby grants you a non-exclusive, non-transferable, right to access, configure and use the purchased Subscription Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within the scope of use defined in the relevant Order Form.

## 1.3 RESTRICTIONS.

You shall not, nor permit others to (i) license, sub-license, sell, resell, lease, transfer, distribute, or timeshare the Service, Software, or Documentation; (ii) create derivative works based on or otherwise modify the Service or Documentation; (iii) disassemble, reverse engineer or decompile the Service; (iv) access the Service or Documentation in order to develop a competing product or service; (v) use the Service to provide a service for others; (vi) remove or modify copyright or other proprietary rights notice on or in the Service or Documentation; (vii) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Subscription Service.

## 1.4 BILLING

For a Monthly subscription, You will be billed in advance on a recurring monthly basis till the Subscription plan is canceled. For an Annual subscription, You will be billed in advance on an annual basis. A reminder note will be sent to You 30 days in advance of the expiry date of the annual subscription.

For all payments, an automated payment setup is required. You must provide ControlMap with accurate and complete billing information including full name, address, state, zip code, telephone number, and valid payment method information for processing monthly payments before the start of the subscription.

In case of failed payments, ControlMap will inform the Customer about the failure in writing and request alternate methods of payment. After 2 payment failures, ControlMap can choose to cancel the service without further notifications.

## 1.5 FEE CHANGES

ControlMap, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the beginning of the new Subscription period. ControlMap will provide the Customer with at least sixty (60) days prior notice of any change in Subscription fees to give an opportunity to terminate the Subscription before such change becomes effective. Unless otherwise agreed by the Parties, in writing, continued use of the Service after the Subscription fee change comes into effect constitutes Customer's agreement to pay the modified Subscription fee amount.

### 1.5.1 Refunds

Except when required by law or as expressly set out in this Agreement, paid Subscription fees are non-refundable. Certain other refund requests for Subscriptions may be considered by ControlMap on a case-by-case basis and granted at the sole discretion of ControlMap.

## 1.6 INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by Customer and its users), features, and functionality are and will remain the exclusive property of ControlMap and its licensors. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. ControlMap's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of ControlMap.

All feedback, bugs, and feature requests submitted for the service to ControlMap and which are incorporated into the product become and will remain the exclusive property of ControlMap.

#### 1.6.1 Customer Data.

As between Customer and ControlMap, Customer owns its Customer Data. All Customer Confidential Information, and all Personal Identifiable Information (“PII”) supplied by, or PII input by Customer or its authorized agents shall be and remain, the property of Customer. You possess and retains all right, title, and interest in and to the Customer Data and ControlMap’s use, and possession thereof is solely on the Customer’s behalf. Unless ControlMap receives the Customer’s prior written consent, ControlMap shall not access, process, transmit, transfer, or otherwise use Customer Data other than as necessary to perform its obligations as per the terms and conditions prescribed under this Agreement; nor, does it give any of its employee access to the Customer Data, except to the extent that such employee needs access to facilitate the Services to the Customer, under this Agreement. No third party shall have access to the Customer Data. In the event of any legal requirement, meaning that any government authority or agency requires disclosure of Customer Data and ControlMap is legally bound to provide the same, prior notice of 30 (Thirty) days shall be given to the Customer regarding the same. Customer Data protection shall be undertaken in accordance with the applicable law and ControlMap shall ensure that all reasonable steps are taken to protect from Security Breaches.

#### 1.6.2 Protection.

During the Term of this Agreement, ControlMap shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data.

ControlMap warrants that it shall:

- a) only process the Customer Data in order to provide the Services and shall act only in accordance with this Agreement.
- b) implement appropriate technical and organizational security measures in accordance with applicable law to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Project Data;
- c) take reasonable steps to ensure that only authorized personnel has access to the Customer Data and that all persons who are authorized to have access to the Customer Data are under obligations of confidentiality which provide the same protection to the Customer as provided under this Agreement. Access to Customer Data shall be granted on a need-to-know basis only;

- d) review access to the Customer Data on a quarterly basis to ensure that no unauthorized users or employees are having access to the Customer Data;
- e) ensure that all Customer Data are shared, transferred, transmitted, processed, & stored internally by ControlMap in an encrypted format. Data in transit and data at rest shall be encrypted.
- f) on termination or expiry of the Agreement, ControlMap will promptly delete or return to the Customer (at the Customer's direction) all Customer Data (including copies thereof) in an accessible and machine-readable format;
- g) if ControlMap becomes aware of a Security Breach or an alleged Security Breach, ControlMap shall inform the Customer without undue delay and shall provide the Customer with reasonable information and cooperation to the Customer to investigate and remedy such Security Breach;
- h) not make any announcement about a Security Breach ("Breach Notice"), unless required to make a disclosure or announcement by applicable law, without the prior written consent from the Customer. Further, in the event the Customer has consented to the announcement of a Security Breach, ControlMap shall seek prior written approval of the Customer for the content, media and timing of the Breach Notice.
- i) not store the PII in the local machines of the employees.
- j) ensure that no Customer Data is shared, transferred, transmitted, processed, & stored with or by any third party.

## 1.7 CONFIDENTIALITY

### 1.7.1 Confidential Information.

Confidential Information means all information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each Party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Service and Software; Customer Data. The terms of this Agreement, Order Form(s), and pricing are Confidential Information of ControlMap. Confidential information excludes information that: (i) is or becomes generally known to be public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; (iv) or was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

### 1.7.2 Protection.

The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no

event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under this Agreement. To the extent necessary under this Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees or contractors on a 'need to know' basis who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections hereunder, the other Party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate. Each Party's obligations set forth in this Section 4 shall remain in effect during the term and three (3) years after termination of this Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request of the Disclosing Party) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party.

## 1.8 TERMINATION

Each Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either Party may terminate a Subscription Service or Professional Services effective immediately upon written notice if the other Party materially breaches a material obligation under this Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching Party.

### 1.8.1 Effect of Termination

Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and ControlMap shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to ControlMap's breach, then ControlMap shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination.

Within thirty (30) days of Termination, ControlMap shall return, at no cost to Customer, Customer's Data in a commercially standard format or otherwise make provisions for Customer to retrieve its Data in ControlMap's

custody or control. Following a return of Customer's Data, ControlMap shall delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Service.

## 1.9 LIMITATION OF LIABILITY

EXCEPT FOR CONTROLMAP'S OBLIGATIONS FOR INDEMNITY OR A BREACH OF CONTROLMAP'S CONFIDENTIALITY AND PRIVACY OBLIGATIONS HEREIN, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. EXCEPT FOR CONTROLMAP'S OBLIGATIONS FOR INDEMNITY OR A BREACH OF CONTROLMAP'S CONFIDENTIALITY AND PRIVACY OBLIGATIONS HEREIN To the maximum extent permitted by applicable law, in no event shall a Party be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Party has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## 1.10 WARRANTY AND DISCLAIMER

Each Party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it, including those related to data privacy, international communications and the transmission and storage of technical or personal data.

**ControlMap** warrants that it will perform all Services in a professional and workmanlike manner in accordance with industry standards.

**ControlMap** warrants that during the Subscription Term the Services will be free of Malicious Code and operate without a Defect that causes a material failure of Customer's instances of the Services to perform in accordance with product documentation. Customer's remedy for In the event of a breach of this warranty is for **ControlMap** should correct or provide a reasonable work around to the Defect upon request, subject to and in accordance with the procedures and limitations for receiving Support. If the Defect persists in causing a material failure in Customer's production instances of the Subscription Service to conform to product specifications, without correction or work-around forty-five (45) days

after written notice to **ControlMap** of a warranty claim under this Section, then Customer may terminate the affected Subscription Service and **ControlMap** shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination.

Services Provider warrants that no additional third party licenses or fees other than those specifically itemized in the applicable Order Form are required in order for Customer, its Affiliates and their Authorized Users to use the Services, Professional Services, and Deliverables (other than those required for equipment, software, data communications and other systems customarily used to access SaaS, web based, applications, "Customary Systems").

Disclaimer. To the maximum extent permitted under applicable law, the Servicer Provider, on its own behalf and on behalf of its Affiliates and its and their respective licensors and **ControlMap's**, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, and warranties that may arise out of course of dealing, course of performance, usage or trade practice, except the warranties set out in this Agreement.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to Customer. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## 1.11 INDEMNIFICATION

Subject to the exclusions set forth below, ControlMap shall: (i) defend, indemnify, and hold harmless Customer, its officers, directors and employees against any losses, damages, liabilities, penalties, fines, costs, expenses including reasonable attorney fees or third party suit, claim, action or demand ("Claim") alleging or arising out of or in relation to (i) Customer's use of the Subscription Service in accordance with this Agreement infringes any valid patent, copyright, or trademark of a third party that is issued or registered worldwide; (ii) fraud, gross negligence, wilful misconduct of ControlMap; (iii) misrepresentations or breach of any representation and/or warranties and/ or covenants provided under this Agreement by ControlMap including a Security Breach; (iv) breach of applicable law by the ControlMap,

If any portion of the Service becomes the subject of a Claim, ControlMap may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ControlMap's judgment, then (d) terminate Customer's use of the affected Service upon forty-five (45) days' written notice and pay to Customer a refund of any prepaid subscription fees covering the



remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination.

## 1.12 PROCESS.

All of the foregoing indemnity obligations are conditioned on the Customer notifying ControlMap promptly in writing of any actual or threatened Claim, the Customer giving ControlMap sole control of the defense thereof and any related settlement negotiations, and the Customer cooperating and, at ControlMap's request and expense, assisting in such defense.

## 1.13 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of the United States of America. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

## 1.14 DISPUTES RESOLUTION

If Customer has any concern or dispute about the Service, Customer agrees to first try to resolve the dispute informally by contacting the Service Provider.

## 1.15 SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### 1.15.1 Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

### 1.15.2 Translation Interpretation

You agree that the original English text shall prevail in the case of a dispute.

## 2 GENERAL PROVISIONS

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### 2.1 ASSIGNMENT.

Neither Party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, upon notice and without the other Party's consent: (i) in connection with a merger, restructuring, reorganization or sale of all or substantially all of the assets or equity of such Party, assign this Agreement in its entirety to such Party's successor; and (ii) assign this Agreement in its entirety to any company, partnership or other legal entity which from time to time directly or indirectly Controls, is Controlled by or is under the common Control with such Party, where "Control" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

### 2.2 NOTICE.

Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a Claim. Notices shall be sent to the Parties as set forth on the signature page of this Agreement or as otherwise agreed to by the Parties in writing.

### 2.3 AMENDMENT.

Any modification of this Agreement, an Order Form, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both Parties.

### 2.4 RELATIONSHIP OF THE PARTIES.

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither Party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other Party. Service

may at any time subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

## 2.5 MISCELLANEOUS.

This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all other prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.