

# Global Risk Consultants® Connect™ Terms of Use

Last Updated: February 17, 2021

This Exhibit is incorporated into and made a part of the agreement (“Agreement”) between the legal entity (“CLIENT”) that has contracted with Global Risk Consultants Corp. (“COMPANY”) for services and/or access to GRC Connect. COMPANY and CLIENT agree that the COMPANY shall provide the GRC Connect services outlined in the Agreement and according to the provisions outlined below. By using GRC Connect and the tools accessible therein, CLIENT agrees to these terms of use, as may be modified from time to time.

## 1. OBLIGATIONS OF THE COMPANY

- a) The COMPANY shall provide the CLIENT access to data files and reports as specified in the scope of services of the Consulting Services Agreement in GRC Connect, using an internet web server, at a location selected by CLIENT, for the purpose of hosting the use of GRC Connect by COMPANY’S clients.
- b) All software and programs provided by the COMPANY are the sole and exclusive property of the COMPANY.
- c) If the CLIENT notifies the COMPANY in writing and furnishes adequate documentation of a malfunction, error, or loss of data, then the COMPANY will, without charge, recreate the data designated by the CLIENT using industry-standard technology. With respect to other data that CLIENT caused to be entered into the specific system in question, the COMPANY will regenerate, without charge, any of the CLIENT’S lost data if the CLIENT provides to the COMPANY adequate backup material.
- d) GRC CONNECT IS PROVIDED “AS IS” AND “AS AVAILABLE” AND THERE ARE NO WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR GRC CONNECT OR RELATED SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE AND HEREBY DISCLAIMS ANY LIABILITY WITH RESPECT TO SOFTWARE, DATABASE OR SOURCE DATA. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN GRC CONNECT WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF GRC CONNECT WILL BE UNINTERRUPTED OR ERROR-FREE.

## 2. OBLIGATIONS OF CLIENT

- a) The CLIENT agrees to use reasonable measures to protect the information made available to them as part of GRC Connect and any related service. The CLIENT is responsible for utilizing all available security features and for notifying the COMPANY promptly for all potential and actual breaches of the security system or systems. CLIENT may not reproduce, reverse-engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease GRC Connect or use GRC Connect for third-party training, commercial time-sharing, rental service bureau use. All rights not specifically granted to CLIENT herein are specifically excluded and are hereby reserved by COMPANY and its third-party suppliers. CLIENT shall be responsible for all breaches caused by a CLIENT user (including its authorized third parties) of GRC Connect.
- b) CLIENT agrees to comply with all applicable laws, rules and regulations with respect to CLIENT’S use of GRC Connect.
- c) In the event the CLIENT uses the Power BI platform add-on, client data will also be available in Microsoft’s Azure cloud which is outside the responsibility of COMPANY and ultimately rests with Microsoft.
- d) CLIENT agrees to comply with all terms of use published or linked within GRC Connect, including terms of third party suppliers, including without limitation Bing Maps Terms of Use can be found here: <https://www.microsoft.com/en-us/maps/product>.

- e) GRC Connect uses Json.NET, which is subject to the following:

The MIT License (MIT)

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- f) Various Icons and some visuals used in GRC Connect are subject to the following:

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### **3. GENERAL PROVISIONS**

- a) It is understood and agreed that the objective of these systems is to facilitate the electronic exchange of information of the type traditionally shared by means of paper document exchange between a consumer and the provider of service.
- b) Each party agrees to limit access to GRC Connect including that each party shall protect the security access passwords to hardware and communications, except that this provision is not intended to limit either party from generating reports from GRC Connect and using reports and statistics for legitimate business purposes as permitted by the Agreement.
- c) In no event shall COMPANY be liable in any way to CLIENT or others for any indirect, , special or consequential damages, whether foreseeable or not, regardless of whether COMPANY had been advised of the possibility of such damages, including, but not limited to, loss of data or information of any kind, lost profits or failure to realize expected savings and regardless of whether any claim for such recovery is based on theories of contract, negligence or tort (including strict liability). In no event will COMPANY's liability in connection with the services, whether caused by non-performance, defects, errors, breach of warranty, contract, or otherwise, exceed the total compensation paid to COMPANY by CLIENT, exclusive of reimbursed costs under the Agreement in the twelve (12) month period prior to the date of the cause of action. These limitations apply to all causes of action in the aggregate, whether based in contract, tort or otherwise. No claim may be asserted by either party against the other party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.

### **4. TERMINATION/CANCELLATION**

In the event of termination or expiration of the Agreement or access to GRC Connect, for any reason, the COMPANY will remove the CLIENT's password from the list of authorized users on the effective date of termination or expiration.