

AUDITONE TERMS OF USE

These terms and conditions are effective immediately for those registering accounts and for those with pre-existing accounts.

These terms and conditions (the "Terms") govern your access to and use of the AuditOne™ ("AuditOne") websites and mobile applications ("Site"), if any, that link to or reference these Terms of Use or Terms and the various content, features, and services offered on and in connection with the Site are owned and operated by AuditOne, a Delaware LLC headquartered in Denver, Colorado. By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with AUDITONE.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING THE SITE YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITE.

I. DEFINITIONS

A. Parties

"You" and "your" refer to you, as a user of the Site. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. "We," "us," and "our" refer to AUDITONE.

AuditOne is engaged in the business of engineering, developing, publishing and governing standards ("Standards"); providing various related services to brand owners ("Brands" or "Clients"); and, referral services to suppliers, certification bodies, standards owners and accreditation bodies (each of the aforementioned parties individually "Customer" or "User" and collectively "Customers" or "Users") related to audits and other testing, inspection and certification ("TIC") activities (the "Services"). Agreement ("Agreement") refers to the mutual consent of the Parties bound by these Terms.

The AuditOne business operates exclusively on a technology platform ("Platform") developed and operated by greenfence, upon which all Services will be conducted.

The Certification Body ("CB") is engaged in the business of selling and performing TIC services.

B. Content

"Content" means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Site, such as profiles, postings, ratings, reviews, compliments, invitations, check-ins, messages, and any information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Site. "AUDITONE Content" means Content that we create and make

available in connection with the Site. "Third Party Content" means Content that originates from parties other than AUDITONE or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and AUDITONE Content.

II. CHANGES TO THE TERMS OF SERVICE

The most current version of these Terms will be located here. AUDITONE may, in its sole discretion, modify these Terms at any time effective upon posting the modified Terms on and in connection with the Site, with or without additional notice to you. We will also indicate at the top of this page the date that revisions were last made. Any such modification will be effective upon our posting of new Terms. You are responsible for regularly reviewing information posted on the Site to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Site and to provide AUDITONE notice to remove you from any distribution lists or other communication list that are available to you through your use of the Site. YOUR CONTINUED USE OF THE SITE AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

III. TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with AUDITONE, and any inconsistencies among the different versions will be resolved in favor of the English version.

IV. USING THE SITE

A. Permission to Use the Site

We grant you a nonexclusive, nontransferable, nonpublicensable, terminable license to access and use the Site subject to the restrictions in these Terms. Your use of the Site, which is provided by AUDITONE acting as a conduit to benefit its users, is at your own risk, including the risk that you might be exposed to Content that is inaccurate, misleading, incomplete, inappropriate or defective. We may modify, update, suspend or discontinue the Site, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. AUDITONE shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

B. Site Availability

The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

C. User Accounts

1. You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. As a condition of your use of the Site, you agree to (a) provide AUDITONE with true, accurate, current and

complete information as prompted by the AUDITONE's registration forms, when registering for or using the Site and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

2. Your account is for your use. In creating it, we ask that you provide complete and accurate information about yourself.

D. Communications From AUDITONE and Other Users

By creating an account, you agree to receive certain communications in connection with the Site.

V. CONTENT

A. Responsibility for Your Content

1. You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, completeness, or reliability. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by AUDITONE.

2. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that violates any law or regulation in any jurisdiction, including those of the United States, European Union, the People's Republic of China or any of their political subdivisions.

B. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against AUDITONE and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

C. Use of Content

1. AUDITONE cannot and does not guarantee the accuracy, integrity, quality, completeness or appropriateness of any Content transmitted to or through the Site. You acknowledge that AUDITONE simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of User Content. You understand that all content posted on, transmitted through or linked through the Service, is the sole responsibility of the person from whom such Content originated. You understand that AUDITONE does not control, and is not responsible for Content made available through the Site and that by using the Site, you may be exposed to Content that is inaccurate, misleading, or false. You agree that you must evaluate and make your own judgment, and bear all risks associated with the use of any Content.

2. You further acknowledge that AUDITONE has no obligation to screen, preview, monitor or approve any User Content on the Site. However, AUDITONE reserves the right to review, modify and/or delete any Content that, in its sole judgment, violates these Terms. By using the Site, you agree that it is solely YOUR RESPONSIBILITY to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that you submit, receive, access, transmit or otherwise convey through the Site. Under no circumstances will AUDITONE be liable in any way for any Content, including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any Content submitted, accessed, transmitted or otherwise conveyed via the Site. You waive the right to bring or assert any claim against AUDITONE relating to Content on the Site, and release AUDITONE from any and all liability relating to any Content on the Site. AUDITONE has no obligation to review, monitor, or remove any Content or other materials on the Site, except as required by law.

3. You agree that AUDITONE has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Site.

4. AUDITONE does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party. You agree that should you use or rely on such Content, data, advertisement, products, goods or services, AUDITONE is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. You should make whatever investigation that you deem necessary or appropriate before hiring or engaging a Content provider. Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Content providers found on or through the use of the Site, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that AUDITONE shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or Content providers on the Site.

5. You acknowledge that AUDITONE has no control over, and no duty to take any action regarding: (a) which users gain access to or use the Site; (b) what effects the Content on or in connection with the Site may have on you; (c) how you may interpret or use the Content on or in connection with the Site; or (d) what actions you may take as a result of having been exposed to the Content on or in connection with the Site. AUDITONE makes no representations concerning any content contained in or accessed through the Site, and AUDITONE will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site.

D. Ownership

As between you and AUDITONE, you own Your Content. We own the AUDITONE Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Site Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the AUDITONE Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the AUDITONE Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the AUDITONE Content are retained by us.

E. Advertising

AUDITONE and its licensees may publicly display advertisements and other information adjacent to, included with or containing Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

F. Representations

- a. As a condition of submitting any Content or other materials to the Site, you represent that:
- b. you own or have secured all legal rights necessary for the Content submitted by you to be used by you, AUDITONE, and others as described and otherwise contemplated in these Terms;
- c. Your Content is accurate, honest, truthful, and complete in all respects;
- d. you are solely responsible for Your Content;

- e. Your Content is not infringing, harassing, libelous, abusive, threatening, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violate any relevant law or right of any other party;
- f. Your Content is based upon your actual first-hand knowledge;
- g. you have not received any form of compensation for Your Content is accurate, honest, truthful, and complete in all respects; other than remunerations received as an employee;
- h. Your Content does not reflect the views of AUDITONE, its officers, managers, owners, employees, agents, designees or other users; and
- i. You have the power and the authority to bind the company, entity or organization on whose behalf you are entering into these Terms.

G. Other

User Content (including any that may have been created by users employed or contracted by AUDITONE) does not necessarily reflect the opinion of AUDITONE. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

VI. RESTRICTIONS

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

A. You agree not to, and will not assist, encourage, or enable others to use the Site to:

1. Violate our Content Guidelines, for example, by writing a fake or defamatory review, knowingly providing or submitting false or misleading information, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
2. Violate any third party's rights, including, but not limited to, any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
3. Harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, corporation, entity, or organization falsify your contact or other information,

misrepresent a relationship with any person or entity, or otherwise attempt to mislead others as to the origin of a review or rating;

4. Send bulk emails, surveys, or other mass messaging, engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website; or

5. Violate any applicable local, state, national or international law, including but not limited to: competition laws, and any rules and regulations having the force of law.

B. You also agree not to, and will not assist, encourage, or enable others to:

1. Violate the Terms or use the Site for any purposes not authorized by the Terms;

2. Modify, adapt, appropriate, reproduce, distribute, translate, reverse-engineer, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by AUDITONE;

3. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;

4. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;

5. Reformat any portion of the Site;

6. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on AUDITONE's technology infrastructure or otherwise make excessive traffic demands of the Site;

7. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;

8. Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under the Terms;

9. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");

10. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;

11. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or

12. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us at info@AuditOne.Global.com, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

VII. GUIDELINES AND POLICIES

A. Privacy Policy

You represent that you have read, understood, and agree to our *Privacy Policy*¹. Note that we may disclose information about you, including your Content, to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

B. AUDITONE Antitrust Policy

You represent that you have read and understood and will not violate the *AUDITONE Antitrust Policy*.²

VIII. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against AUDITONE and its users any claims and assertions of any moral rights contained in such Feedback.

IX. THIRD PARTIES

The Site may include links to other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the

¹ Please insert link to the Privacy Policy.

² Please insert link to the AUDITONE Antitrust Policy.

availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Site may be subject to additional third party or open source licensing terms and disclosures, including the ones posted here and incorporated herein by reference.

X. COPYRIGHT AND TRADEMARK DISPUTES

A. If you believe that your copyright or trademark is being infringed on the Site, your claim should be promptly sent in the form of a written communication to AUDITONE at the following address AuditOne, PO Box 21194, Denver, CO 80221. All claims must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit AUDITONE to locate the material;
4. Information reasonably sufficient to permit the AUDITONE to contact the complaining party, such as name, address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

XI. INDEMNITY

You agree to indemnify, defend, and hold AUDITONE, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "AUDITONE Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party, including governmental entities, arising out of or relating to: (a) your access to or use of the Site, (b) your violation of the Terms, (c) any products or services purchased or obtained by you in connection with the Site, (d) inaccurate or untruthful Content or other information provided by you to AUDITONE or that you submit, transmit or otherwise make available through the Site, or (e) the infringement by you, or any third party using your account, of any

intellectual property or other right of any person or entity. AUDITONE reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of AUDITONE. AUDITONE will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

XII. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE AUDITONE ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE AUDITONE ENTITIES MAY OR MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE AUDITONE ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE AUDITONE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE. AUDITONE ENTITIES MAKE NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE BUSINESS LISTINGS, RATINGS, REVIEWS OR ANY OTHER MATTER IN CONNECTION WITH THE SITE, AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THEREIN.

B. THE AUDITONE ENTITIES MAKE NO CLAIMS, ENDORSEMENTS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE AUDITONE ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT, IDENTITY OR INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.

C. THE SITE MAY DISPLAY LINKS TO OTHER INTERNET SITES OR RESOURCES. BECAUSE AUDITONE HAS NO CONTROL OVER SUCH SITES AND RESOURCES, YOU ACKNOWLEDGE AND AGREE THAT AUDITONE IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES OR RESOURCES, AND DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT AUDITONE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH SITE OR RESOURCE.

D. THE AUDITONE ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE AUDITONE ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

E. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AUDITONE ENTITIES WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF AUDITONE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE SITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA, INFORMATION, OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SITE; (E) STATEMENTS OR CONDUCT OF ANY PROVIDERS OF GOODS OR SERVICES OR OTHER THIRD PARTY IN CONNECTION WITH OR THROUGH THE SITE; (F) ANY OTHER MATTER RELATING TO THE SITE; (G) ANY BREACH OF THESE TERMS BY AUDITONE ENTITIES OR THE FAILURE OF AUDITONE ENTITIES TO PROVIDE SERVICES UNDER THE TERMS, OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF ANY DISSATISFACTION, CLAIM, OR CAUSE OF ACTION RELATED TO THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OR EXCLUSIONS OF LIABILITY OR DAMAGES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

XIII. CHOICE OF LAW AND VENUE

DELAWARE LAW WILL GOVERN THESE TERMS, AS WELL AS ANY CLAIM, CAUSE OF ACTION OR DISPUTE THAT MIGHT ARISE BETWEEN YOU AND AUDITONE (A "CLAIM"), WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND UNAPPEALABLE. THE ARBITRATION SHALL BE CONDUCTED IN DENVER, COLORADO, UNITED STATES OF AMERICA, AND JUDGMENT ON THE AWARD MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AUDITONE MAY AT ANY TIME SEEK INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION.

XIV. TERMINATION

A. You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing AUDITONE with a notice of termination [here](#).³

B. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information. Upon such action, you must immediately cease accessing or using the Site and agree not access or make use of, or attempt to use, the Site. Furthermore, you acknowledge that AUDITONE reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site. You understand that AUDITONE may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to AUDITONE.

C. All provisions of these Terms, which by their nature should survive termination shall survive the termination of your access to the Site, including, without limitation, provisions regarding Definitions, Translation, Content, Restrictions, Indemnity, Disclaimers and Limitations of Liability, Choice of Law and Venue, and General Terms.

XV. GENERAL TERMS

A. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.

B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.

C. Except as otherwise stated in Section IX above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

³ Insert link allowing termination of the TOS.

D. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

E. If you breach any term of these Terms or other agreement with AUDITONE, AUDITONE may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. AUDITONE's remedies are cumulative and not exclusive. Failure of AUDITONE to exercise any remedy or enforce any portion of the Terms at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of this agreement at any time thereafter.

F. These Terms are not assignable, transferable or sublicensable by you except with AUDITONE's prior written consent. AuditOne may transfer, assign or delegate the Terms and its rights and obligations without consent.

G. No joint venture, partnership, employment or agency relationship exists between you and AUDITONE as a result of these Terms or your use of the Site.

H. In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

The section titles in the Terms are for convenience only and have no legal or contractual effect.

**BASED ON THE ABOVE, CB AND CB USERS AGREE TO FOLLOWING
ADDITIONAL TERMS OF USE AND SERVICES**

1. **CB Obligations, Performance and Acknowledgements.** CB will provide and/or perform the following provisions within the time requirements as set forth hereunder or as may be set forth in electronic communications on the Platform issued by AuditOne:
 - a. The CB will provide AuditOne a statement of authorization (“Authorization”), in the form below naming and certifying the CB’s initial appointment, term of service and verification of experience of its Platform Administrator (“Administrator”). The Administrator will have full access and control of the CB’s Customer Account on the Platform. The Administrator must be an employee of the CB for at least five (5) years, and possess the highest level of security clearance that CB issues commonly to its insured and bonded employees. The CB and/or Administrator may add additional Administrators by providing AuditOne with an Authorization for each additional Administrator it requires. AuditOne will grant or reject each initial and additional request for an Administrator within five (5) business days of receipt of such request. CB agrees to cooperate with AuditOne in the Administrator Authorization approval process.

Statement of Authorization

I _____ hereby certify our appointment of _____
to be the AuditOne platform administrator for _____. The
platform

administrator meets the contract terms. Specifically,

1. *The Administrator is an employee of the CB for at least five (5) years,*
2. *The Administrator possesses the highest level of security clearance we issue commonly to our insured and bonded employees.*

Our administrator will be managing the AuditOne Platform on our behalf.

CB _____

By: _____

Name: _____

Title: _____

- b. CB will respond to, as will each of its Administrators, employees, contractors and other authorized users of the Platform (“CB Users”), as applicable, AuditOne invitations; Requests for Information (“Requests”); and, Platform Requests (also known as “Requirements” and “Authentication” of Requirements) (collectively “Requests”); as will be issued from time to time by AuditOne to the CB and CB Users. Each of the aforementioned Requests will be administered, performed and completed by the CB and/or each CB User, as applicable, via the Platform, as prescribed by AuditOne via the Platform. Certain Requests will require that CB and each of the CB Users, as applicable, have certain Requests Authenticated. All Authentication Requests are a function of the Platform and will be performed on the Platform as instructed by AuditOne.
- c. CB will be responsible for, and cause the performance of each CB User and their respective conformance with the Terms of Service and each of the Standards and Requests.
- d. CB and each CB User will take such actions as shall be reasonably required by AuditOne to become authorized users of the Platform, and shall use the Platform strictly in conformance with such Terms of Service as may be promulgated by AuditOne from time to time.
- e. CB and each CB User will respond timely and diligently to Requests; and, perform and deliver all Requests via the Platform as instructed, in English, unless pre-approved otherwise by AuditOne to be in an alternative language.
- f. CB and each CB User will diligently maintain true, complete and updated personal and business profile information on the Platform, including, but not limited to, uploading onto the Platform information in response to any Request relating to personal and business credentials of each user their respective contact information (e.g. country and state/province of practice, email address and business and mobile phone numbers) and, if Requested, have the aforementioned Authenticated, as provided for on the Platform.
- g. CB and each CB User will, as applicable, timely and diligently meet each of the AuditOne Standards as Requested. Standards may be published and communicated to CB and each CB User as applicable, on the Platform, in the form of a Request. Requests may be found on the Platform’s message center on each User’s Home Page. Each Request may come with step-by-step instructions that CB and CB Users will follow to perform and achieve the Standards satisfactorily. Standards may be modified, appended, and newly issued from time to time in the sole discretion of AuditOne. Standards may include, but not be limited to, evidence of accredited certification by an AuditOne pre-approved accreditation organization [such as ANSI-ASQ National Accreditation Board, (ANAB)], and procedures whereby CB and CB Users, as applicable, may

demonstrate competence to audit and certify organizations conforming to management systems standards and other TIC activities and Requests.

- h. CB and CB Users, as applicable, will connect their IT database(s) (information technology systems) to the Platform via a secure Application Program Interface (“API”). This API will be discrete and employed for the sole purpose of accessing information related to AuditOne Customers. As an example, a CB database may contain records and status indicators to support Certificates. To eliminate errors and lag time, connecting to the CB database will signal the Platform if the status of the Certificate has changed without human intervention. CB and CB Users, as applicable, agree to and will cooperate with AuditOne authorized representative to implement each API deemed necessary by AuditOne.
- i. CB and CB Users, as applicable, will invite onto the Platform its employees, contractors, representatives, agents, governing bodies (e.g., Standards Owners a/k/a Scheme Owners, Accreditation Bodies, Government Bodies, as applicable) that are engaged, directly or indirectly, with Clients or Client suppliers, auditors and other TIC actors that, in some way, interacts with Client or Client suppliers with regard to Standards and Requests. CB and CB Users, as applicable, will not to engage any services from any person or entity that is not an authorized user of, and performs its services on, the Platform, pursuant to the Terms of Service.
- j. CB and CB Users, as applicable, will conduct their TIC transactions (“Transactions”) with Client suppliers exclusively through the Platform, including using the e-commerce module for invoicing and collecting payments. Initially, each CB and or CB, as applicable, will have the right, in its discretion, to publish and offer its services and prices to Clients and Client suppliers.
- k. The e-commerce module requires that all Users that are a party to a Transaction provide their respective banking information to send and receive payment. To provide this information a User can go into its Settings Menu and click on Banking Information. Your information is private and confidential, and protected under the Privacy Policy and Terms of Use. All Transaction payments and settlements are performed solely within the Platform. All settlements with each party involved will be made in near real time in the system once the Transaction has formally settled. Notwithstanding any provision to the contrary contained in this Agreement or other agreement (e.g., user terms and conditions, agreement), AuditOne and greenfence are not a party to any transaction that is being negotiated or occurs as a result of this Agreement or use of the Platform. CB and CB Users acknowledge and agree that AuditOne and greenfence are solely independent facilitators that provide each User the technical ability to connect, communicate and transact, on a case by case, buyer and seller beware basis. In connection with the aforementioned, and as a material inducement for AuditOne to enter into the Agreement and, for greenfence to permit CB and CB Users to use the Platform, CB and CB Users hereby irrevocably covenant and agree to defend (in real time, by paying all reasonable legal fees and other fees and associated

costs for any defense that AuditOne and greenfence elect to maintain, in their sole discretion), indemnify, and hold harmless AuditOne and greenfence and their respective affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses and liabilities or losses that may be asserted against such parties to the extent resulting from or related to any Transaction.

- l. CB acknowledges the relationship between AuditOne activities and each Brand is proprietary. Accordingly, CB covenants that it will not attempt to circumvent AuditOne with respect to any of the Brands, in any manner whatsoever. All CB communications regarding its TIC services will be solely limited to the CB, its auditor(s), the supplier(s) that engage CB, and AuditOne, and any of their respective personnel on a need-to-know basis, subject to non-disclosure, confidential and privacy policies, and Communication with Brands will exclusively be with designated auditors regarding the Brand's suppliers. All communication with Brands will be made through the Platform.
- m. CB and CB Users, as applicable, will permit, AuditOne and its authorized employees, representatives and agents ("Representatives") to have fully unencumbered access via the Platform to all subject matter, data and information related to this Agreement and each Client, Client supplier, and CB User ("CB Data"). Likewise, CB and each CB User, as applicable, will make all CB Data available on the Platform to AuditOne. If it is determined that CB Data is unavailable on Platform, then upon 48 hours' notice by AuditOne to CB and or CB User as applicable, during normal business hours, CB and each CB User will provide such CB Data on Platform. Notwithstanding, AuditOne Representatives shall have the right to access and inspect any physical records related to or arising from CB Data via electronic sharing and/or the location where records are stored. CB and CB Users, as applicable, agree to and will be diligently responsive to all Requests and inquiries by AuditOne.
- n. CB and CB Users acknowledge that that they are subject to being charged a referral fee ("Fee" or "Fees") on each Transaction. The Fee is subject to a Rate Card that will be provided by AuditOne prior to the commencement of any Transaction activities. Fees are deemed earned upon settlement of each Transaction notwithstanding the payment method. CB and CB Users have no right to and shall not make any claim against any Fee including without limitation, any credit, deduction or offset against any such referral fees.
- o. CB and CB Users acknowledge and agree that they will read, accept, and strictly conform to any and all terms, conditions, policies and procedures as set forth in any terms of use and privacy policies provided CB and CB Users by AuditOne and the Platform, manually or electronically.
- p. CB and CB Users, as applicable, will be solely responsible for any taxes, duties, levies, tariffs and charges of any kind whatsoever imposed by any governmental

entity, domestic or foreign, arising from any income generated by reason of any Transaction.

- q. CB and CB Users are solely responsible to maintain any license, permit, certificate or any other document or entitlement, including without limitation any necessary governmental approval or registration or the payment of any fee in any jurisdiction required in connection with the CB's and CB Users' provision of TIC services.
- r. CB and CB User shall maintain their respective profile pages on the Platform in near real time by updating and refreshing its information and CB Data. CB and CB User shall report to AuditOne via the Platform any change in status of any Request, and/or of any denial, revocation or suspension of any license, permit, certificate or any other document or entitlement, which denial, revocation or suspension may limit or restrict CB's and or CB Users' eligibility or ability to perform services under this Agreement. In connection with the aforementioned, and as a material inducement for AuditOne to enter into the Agreement and, for greenfence to permit CB and CB Users use of the Platform, CB and CB Users hereby irrevocably warrant, represent and agree to defend (in real time, by paying all reasonable legal fees and other fees and associated costs for any defense that AuditOne and greenfence elect to maintain, in their sole discretion), indemnify, and hold harmless AuditOne and greenfence and their respective affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses and liabilities or losses that may be asserted against such parties to the extent resulting from any failure of CB and or CB Users to maintain any such license, permit, certificate, document or entitlement or to pay any such fee.

2. **Confidential Information.**

- (a) **Definition.** As used in this Agreement, "Confidential Information" means any confidential or proprietary information that is disclosed by one party ("Disclosing Party") to the other party ("Recipient"), whether in writing or other tangible form, orally or otherwise. Confidential Information includes (I) information about processes, systems, strategic plans, business plans, operating data, financial information and other information and (II) any analysis, compilation, study or other material prepared by Recipient (regardless of the form in which it is maintained) that contains or otherwise reflects any information disclosed or made available by Disclosing Party to Recipient. Confidential Information does not include information that:
 - i. at the time of disclosure to Recipient, is generally available to the public;
 - ii. after disclosure to Recipient, becomes generally available to the public other than as a result of a breach of this Agreement by Recipient (including any of its affiliates);

- iii. Recipient can establish was already in its possession at the time the information was received from Disclosing Party, if its source was not known by Recipient to be bound to an obligation of confidentiality with respect to this information; or
 - iv. Recipient can establish was developed independently by Recipient without use, directly or indirectly of any Confidential Information.
- (b) Limitations on Disclosure and Use. Confidential Information must be kept strictly confidential and may not be disclosed or used by Recipient, except that Recipient may use Confidential Information of the Disclosing Party in the performance of its obligations or exercise of its rights under this Agreement or as specifically authorized in advance in writing by Disclosing Party. For example, AuditOne and Platform will provide auditor name and contact information to audit customers and suppliers once assigned by CB.

Recipient may not take any action that causes Confidential Information to lose its confidential and proprietary nature or fail to take any reasonable action necessary to prevent any Confidential Information from losing its confidential and proprietary nature. Recipient will limit access to Confidential Information to its employees, officers, directors or other authorized representatives (or those of its affiliates) who (a) need to know the Confidential Information in connection with this Agreement and (b) are obligated to Recipient to maintain Confidential Information under terms and conditions at least as stringent as those under this Agreement. Recipient will inform all these persons of the confidential and proprietary nature of Confidential Information and will take all reasonable steps to ensure they do not breach their confidentiality obligations, including taking any steps Recipient would take to protect its own similarly confidential information. Recipient will be responsible for any breach of confidentiality obligations by these persons.

- (c) Equitable Relief. Each party acknowledges that, when it is a Recipient hereunder, money damages would not be a sufficient remedy for Disclosing Party in the event of any breach of this Agreement, and that Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach. This remedy will be in addition to any other available remedies at law or in equity.
- (d) Disclosures Required by Law. If Recipient is required by law to disclose any Confidential Information, Recipient will give Disclosing Party prompt notice and will use all reasonable means to obtain confidential treatment for any Confidential Information that it is required to disclose before making any disclosure. If Recipient cannot assure confidential treatment and it has exhausted all reasonable efforts to do so, Recipient may disclose Confidential Information if it is required by law to disclose the information it discloses. Notwithstanding the foregoing, Disclosing Party may request Recipient to take additional steps to seek

confidential treatment before Recipient discloses Confidential Information even though Recipient has otherwise exhausted all reasonable efforts to do so. In that event, Recipient will undertake additional steps at Disclosing Party's expense.

- (e) Effect of Termination. Promptly after the termination of this Agreement, each party will return to the other any Confidential Information of the other party and provide a written verification of the return or, at that disclosing party's request, destroy the Confidential Information and provide written notification of the destroyed Confidential Information. Each party's obligation to maintain the confidentiality of Confidential Information will survive for a period of five (5) years following termination of this Agreement.

3. Term and Termination.

- (a) Term. This Agreement is effective as of the Effective Date and will continue for successive one (1) month periods (the "Term"), unless sooner terminated by ten (10) days' written notice of either party of its intent not to renew this Agreement.
- (b) Effect of Termination. The rights and obligations of the parties contained in Sections 2, 5, and 6, of this Agreement, any payment obligations, and any other provision if its context shows that the parties intend it to survive, will survive expiration or termination of this Agreement and, except as expressly provided, expiration or termination will not affect any obligations arising prior to the expiration or termination date.

4. Representations, Warranties and Covenants.

- (a) Authority. Each party represents to the other that (i) it has the full power and authority to enter into and perform its obligations under this Agreement; and (b) its execution and performance of this Agreement do not violate, conflict with, or result in a material default under, any other contract or agreement to which it is a party or by which it is bound.
- (b) Compliance with Laws. Each party represents, warrants and covenants to the other that it shall comply with all applicable federal, state and local laws governing or relating to the transactions contemplated hereunder.

5. Indemnification.

- (a) By AuditOne and greenfence. AuditOne and greenfence will defend, indemnify, and hold harmless CB and its affiliates, directors, officers, employees and representatives from any claims, demands, costs, expenses (including reasonable attorneys' fees) and liabilities or losses ("Claims") that may be asserted against such parties by or on behalf of a third party to the extent that the Claims result from or arise out of the gross negligence or willful misconduct of AuditOne or greenfence in connection with its obligations hereunder.

- (b) By CB. CB will defend indemnify and hold harmless AuditOne, greenfence and their respective affiliates, directors, officers, employees and representatives from any Claims that may be asserted against such parties by or on behalf of a third party to the extent that the Claims result from or arise out of the gross negligence or willful misconduct of CB in connection with its obligations hereunder.
- (c) Indemnification Procedures. The obligations and liabilities of the parties with respect to claims subject to indemnification under this Agreement (“Indemnified Claims”) are subject to the following terms and conditions:
- i. The party claiming a right to indemnification under this Agreement (“Indemnified Person”) will give prompt written notice to the indemnifying party (“Indemnifying Person”) of any Indemnified Claim, stating its nature, basis and amount, to the extent known. Each notice will be accompanied by copies of all relevant documentation, including any summons, complaint or other pleading that may have been served or any written demand or other document.
 - ii. With respect to any Indemnified Claim: (A) the Indemnifying Person will defend or settle the Indemnified Claim, subject to provisions of this subsection, (B) the Indemnified Person will, at the Indemnifying Person’s sole cost and expense, cooperate in the defense by providing access to witnesses and evidence available to it, (C) the Indemnified Person will have the right to participate in any defense at its own cost and expense to the extent that, in its judgment, the Indemnified Person may otherwise be prejudiced thereby, (D) the Indemnified Person will not settle, offer to settle or admit liability as to any Indemnified Claim without the written consent of the Indemnifying Person, and (E) the Indemnifying Person will not settle, offer to settle or admit liability as to any Indemnified Claim in which it controls the defense if the settlement, offer or admission contains any admission of fault or guilt on the part of the Indemnified Person, or would impose any liability or other restriction or encumbrance on the Indemnified Person, without the written consent of the Indemnified Person.
 - iii. Each party will cooperate with, and comply with all reasonable requests of, each other party and act in a reasonable and good faith manner to minimize the scope of any Indemnified Claim.

6. Liability; Force Majeure.

- (a) NO CONSEQUENTIAL DAMAGES. EXCEPT WITH RESPECT TO CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR ANY

CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

- (b) Force Majeure. If the performance of any part of this Agreement by any party will be affected for any length of time by fire or other casualty, government restrictions, war, terrorism, riots, strikes or labor disputes, lock out, transportation delays, electronic disruptions, internet, telecommunication or electrical system failures or interruptions, and acts of God, or any other cause which is beyond control of a party (financial inability excepted), the party will not be responsible for delay or failure of performance of this Agreement for this length of time.

- 7. Notices. Any notice, request or other document to be given under this Agreement to a party will be effective when received and must be given in writing and delivered in person or sent by overnight courier or registered or certified mail, return receipt requested, as follows:

If to AuditOne: P.O. Box 21194
Denver, CO 80211

Attn: Lisa Shambro

With a copy to: Mary Alice Carfi
15065 Lebanon Road, Suite 204
Old Hickory, TN 37138

8. Other Provisions.

- (a) No Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by a party will be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.
- (b) Severability. If any provision or the scope of any provision of this Agreement is found to be unenforceable or too broad by judicial decree, the parties agree that the provisions will be curtailed only to the extent necessary to conform to law to permit enforcement of this Agreement to its full extent.
- (c) Entire Agreement; No Reliance. Each of the parties agrees and acknowledges that this Agreement, including the attachments referred to in this Agreement, (i) constitutes the entire agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter of this Agreement, and (ii) is not intended to confer any rights or remedies, or impose any obligations, on any person other than the parties. Each of the parties expressly agrees and acknowledges that, other than those statements expressly set forth in this

Agreement, it is not relying on any statement, whether oral or written, of any person or entity with respect to its entry into this Agreement or to the consummation of the transactions contemplated by this Agreement, and each of the parties further waives any claim against the other party that the other party has failed to disclose any fact, occurrence or other matter that relates in any way to its entry into this Agreement.

- (d) Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement, in whole or in part, or by operation of law or otherwise, without the prior written consent of the other Party, except that AuditOne and Platform may assign, delegate, transfer, convey or sell its rights or obligations, in whole or in part, to (a) an affiliate or to a person or entity in which AuditOne or Platform is consolidated or with which AuditOne or Platform merges, or (b) a purchaser of all or substantially all of its assets. Any attempted assignment or delegation in violation of this paragraph will be void.
- (e) Successors and Assigns. This Agreement will be binding on and will benefit any and all successors, trustees, permitted assigns and other successors in interest of the parties.
- (f) Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Delaware (excluding the choice of law provisions thereof).
- (g) Relationship of the Parties. Neither party will be considered the agent of, partner of, employee or other related party of, or participant in a joint venture with, the other party, by reason of its entry into or performance of its duties under this Agreement. Neither party will have authority to bind the other party unless otherwise agreed to in writing by the parties.
- (h) Publicity. Neither party will have the right to issue a press release, statement or publication regarding the terms and conditions of or the existence of this Agreement without the prior written consent of the other party.