

EQS Compliance Cockpit: Description of Services – Guided Standard Implementation

This Description of Services (“DOS”) applies to Customers that have purchased the Guided Standard Implementation service. This DOS forms an integral part of the Agreement between Customer and EQS Group. Capitalized terms used but not defined in this DOS are as defined in the Agreement between Customer and EQS Group. In the event of any conflict between this DOS and the Agreement, the DOS will prevail.

Customer may purchase the EQS Compliance Cockpit platform and one or more modules. This DOS applies only to the module(s) purchased by the Customer.

1. Objective

The purpose of this DOS is to describe the professional services (“Professional Services”) EQS Group will provide to Customer under the Guided Standard Implementation package, including the scope of services, estimated timeline, and the responsibilities of each party.

2. Project Scope

EQS Group will provide remote implementation services for Customer’s purchased solution(s) through EQS-led configuration of the Initial Setup, as defined in the applicable Annex(es).

Guided Standard Implementation follows a train-the-trainer approach. EQS Group will perform the in-scope Initial Setup and provide remote guidance, training and workshop facilitation as expressly described in this DOS and the applicable Annex(es). Customer remains responsible for timely participation, business decision-making, preparation of required inputs, hands-on configuration and testing between sessions, user readiness, and completion of all customer-owned activities necessary for implementation and go-live.

The timeline for completion of the Professional Services will vary based on Customer responsiveness, the modules being implemented, and the agreed delivery cadence, but is typically 6–8 weeks per module from the kickoff date. EQS Group will use commercially reasonable efforts to accommodate requests for expedited timelines; however, EQS Group does not guarantee support for an accelerated schedule.

The Professional Services include the following in-scope activities:

2.1. Kickoff

A live kickoff meeting between EQS Group and Customer to confirm project objectives, stakeholders, and communication channels. EQS Group will also walk through the Guided Standard approach, establish the delivery cadence, and review prerequisites, and Customer inputs required for delivery.

2.2. Configuration

EQS will provide the Initial Setup of the purchased module(s) using standard system defaults, embedded best-practice settings, and the information provided in the online form configurator.

The Initial Setup configuration is intended to provide a functional starting environment to support the workshops and Customer-led configuration. Customer is responsible for any additional configuration, customization, workflow design, automation rules, intake forms, or process adaptations beyond the Initial Setup configuration as defined in the applicable Annex(es).

2.3. Workshops

A series of up to five (5) structured workshops intended to: (i) review and demonstrate the Initial Setup configuration completed by EQS Group; (ii) provide remote guidance and training to Customer's administrators on how to extend, maintain, and test configuration using EQS standard templates; and (iii) confirm next steps, Customer “follow-up tasks,” and validation activities between sessions. Workshops are typically delivered on a weekly cadence. Due to the interactive nature of the content, workshops may not be split into multiple shorter sessions. Customer should review available enablement resources in advance of sessions to facilitate productive discussion.

2.4. Closeout, handoff, and hypercare

EQS will support a project closeout session, formal handoff to Support/Customer Success, and a post-go-live hypercare period of one (1) week commencing on the Customer go-live date. Hypercare consists of a

time-boxed post-go-live stabilization period intended for in-scope issue triage, and transition support. Hypercare does not include net-new scope, additional workshops/training sessions, expanded configuration, or services outside the scope of this DOS.

3. Activities and Results

Implementing EQS Cloud Services may form part of a broader Customer program that includes work unrelated to EQS Cloud Services. The Professional Services described in this DOS apply only to activities directly related to the implementation of the EQS Cloud Services purchased by Customer, as further detailed in the applicable Annex(es), unless expressly stated otherwise.

The Professional Services will be delivered remotely unless otherwise agreed in writing.

RACI Definitions

The responsibility for activities and deliverables is defined using the following RACI key:

- **R – Responsible:** Party executing the activity or deliverable.
- **A – Accountable:** Party with approval/sign-off authority and ultimate accountability for completion.
- **C – Consulted:** Party providing input or participating in decisions.
- **I – Informed:** Party kept informed of progress or decisions.

Roles and Responsibilities (RACI)

Phase	Activity/Deliverable	EQS Group	Customer
Project Kickoff			
Discovery	Kick-off Call	R	C
Core enablement			
Support	Delivery cadence, workshop facilitation, and guidance	R	C
Support	Training for each module	R	I
Module Implementation			
Configure	Initial Setup Configuration	R	A/C
Configure	Additional configuration (Customer-led; EQS available for clarification via workshops)	C	R/A
SSO (if applicable)			
Configure	Provide Requirements & Prerequisites	R	R/A
Configure	SSO configuration (Customer-led; EQS provides remote guidance, training and live troubleshooting during the scheduled workshops)	C	R/A
Testing			
Test	Unit Testing	C	R/A
Go-Live & Closeout			
Go Live	Pre-Go Live preparation	C	R/A
Go Live	Go-Live	C	R/A
Go Live	Project Closeout, Handoff to Support/CSM, and Hypercare (defined period)	R	C

4. Customer Responsibilities

Customer undertakes to cooperate unreservedly and in good faith with EQS Group, in particular regarding the deadlines and conditions agreed between the Parties. Successful delivery of the Professional Services is dependent on Customer's active engagement and timely completion of prerequisites, participation in workshops, and completion of Customer-led configuration activities between sessions. As a central requirement under this DOS, Customer shall:

- 4.1. provide all information, requirements, and inputs as reasonably needed to ensure EQS Group has the insight necessary to perform the Professional Services, in EQS Group's specified format and within the agreed timelines;
- 4.2. provide timely access to Customer's business and technical subject matter experts to resolve issues and support implementation decisions related to the EQS Group applications;

- 4.3. review user guides, webinars, and other training materials made available via the support portal prior to workshops, as applicable;
- 4.4. participate in the kickoff with appropriate resources and ensure attendance of key stakeholders required for decision-making;
- 4.5. attend and actively participate in all scheduled workshops, and complete prerequisites and follow-up actions where identified;
- 4.6. complete Customer-led configuration activities in Customer's environment, including configuration and content outside of the Initial Setup configured by EQS Group, as defined in this DOS and the applicable Annex(es);
- 4.7. manage rollout activities for Customer's organization, including change management and training of Customer's end users;
- 4.8. make (and timely communicate) all decisions, approvals, and sign-offs reasonably required to ensure the Professional Services are delivered efficiently and in accordance with the agreed timeline;
- 4.9. provide any required translations and localized content, where applicable (unless otherwise expressly included in the applicable Annex(es));
- 4.10. permit or procure that EQS Group shall have access to Customer's premises (if applicable), and provide the necessary information and documentation as well as access to systems, computer facilities, and/or test instances of systems to be integrated; and
- 4.11. use commercially reasonable efforts to assist EQS Group in all other ways reasonably required for delivery of the Professional Services.

Failure to meet responsibilities

In case Customer does not fulfill these obligations in a reasonable time or quality, EQS Group shall not be responsible for any resulting delay, rework, or costs with regard to the affected Professional Services. Waiting times of EQS Group implementation managers caused by Customer not meeting its obligations under this DOS will be invoiced to Customer based on EQS Group's standard hourly rates. EQS Group shall be entitled to reassign its implementation managers to other customers in case of significant delays caused by Customer.

5. EQS Group Responsibilities

EQS Group shall perform the Professional Services in accordance with this DOS and the applicable Annex(es). EQS Group will:

- 5.1. confirm Customer's access to Customer's environment and the support portal, and communicate required prerequisites for delivery;
- 5.2. provide an Implementation Manager to lead delivery of the Professional Services and serve as Customer's primary point of contact for the engagement;
- 5.3. schedule and facilitate meetings and coordinate the mutually agreed delivery cadence, including sending invitations for workshops;
- 5.4. EQS Group will perform configuration and enablement activities within the scope and boundaries defined in this DOS and the applicable Annex(es). Any services outside of scope will be addressed through the Change Request Process.

6. Change Request Process

- 6.1. At any time during performance of the Professional Services, Customer may request, or EQS Group may recommend, a change to the scope, Initial Setup, deliverables, timeline, assumptions, responsibilities, or other terms of this DOS (each, a "Change Request"). Such Change Request shall follow the procedure set out below:
- 6.2. The requesting party will submit the Change Request in writing to the other party, describing the requested change in reasonable detail.
- 6.3. The other party will assess the Change Request and provide a written impact assessment, which may include adjustments to scope, timeline, and/or fees.
- 6.4. EQS Group will have no obligation to perform work associated with a Change Request unless and until the Parties agree to the Change Request in writing.
- 6.5. Unless and until a Change Request is executed, EQS Group will continue to perform the Professional Services in accordance with this DOS.

7. Acceptance Procedure

- 7.1. The Professional Services will be deemed complete when EQS Group has: (i) conducted the kickoff, (ii) configured the Initial Setup as defined in the applicable Annex(es), (iii) conducted the scheduled workshops included in the Professional Services.

- 7.2. Customer acceptance will be deemed to have occurred upon the earliest of: (i) Customer's written confirmation that the Initial Setup and related deliverables described in Section 7.1 are complete; (ii) Customer's go-live or production use of the configured Initial Setup (other than for testing); or (iii) ten (10) business days after EQS Group's written notice that the items in Section 7.1 are complete, unless Customer provides written notice describing a material non-conformance with the scope expressly defined in this DOS and the applicable Annex(es).
- 7.3. Minor defects or configuration items outside the expressly defined scope (including configuration outside of the Initial Setup) will not delay acceptance and may be addressed through Customer-led configuration, Support processes, or Change Request, as applicable.

8. Assumptions

The scope of the Professional Services provided under this DOS and the related fixed fee arrangement are subject to the assumptions below (the "Assumptions"). Deviations from these Assumptions will lead to changes in the timeline, scope and/or increases in the price and will be addressed through the Change Request process.

- 8.1. **Compliance and configuration decisions.** Alignment of configuration and process workflows with applicable laws, regulations, and/or Customer policies is Customer's responsibility. Configuration decisions and approvals are the responsibility of Customer. Professional Services, materials, or information provided by EQS Group are not intended, and should not be taken, as legal advice, and do not guarantee compliance with applicable laws and regulations.
- 8.2. **Scope control and change management.** Customer and EQS Group will work closely to maintain alignment to the scope set forth in this DOS. Any changes to scope will be managed through the Change Request process. Delays or deviations caused by acts or omissions within Customer's reasonable control may result in resource reassignment, timeline impacts, and/or additional costs.
- 8.3. **Holds.** If Customer places the Professional Services on hold for any reason, the same EQS Group personnel may not be available when Customer is ready to resume. The Professional Services are intended to be delivered on a continuous cadence; extended gaps may require rescheduling and may impact availability and timeline.
- 8.4. **Out-of-scope work.** The scope of this DOS excludes any Professional Services or activities not expressly set forth herein or in the applicable Annex(es).
- 8.5. **Testing limitations.** Load testing, stress testing, penetration testing, and volume testing are not planned as part of this DOS and are not permitted in Customer's environment(s) hosting the Cloud Services. Any such testing must be performed in a designated testing environment and pursuant to mutual written agreement of the Parties.
- 8.6. **Travel.** The Professional Services fixed fee does not include travel. Any required on-site travel will be mutually agreed in advance and billed to Customer.
- 8.7. **Support after services.** Upon completion of the Professional Services outlined in this DOS, EQS Group will transition Customer to EQS Group Support and/or Customer Success, as applicable. Ongoing support services are outside the scope of this DOS. For clarity, the post-go-live Hypercare period described in this DOS is time-boxed and intended for stabilization; ongoing support outside of Hypercare is provided through EQS Group Support and/or Customer Success.
- 8.8. **Sandbox / environment replication.** If Customer has purchased a sandbox environment, any re-creation or duplication of configuration, or migration of data between sandbox and production, is Customer's responsibility unless otherwise expressly included in this DOS or the applicable Annex(es).
- 8.9. **Customer inputs.** Customer will provide all required information, content, and inputs in EQS Group's specified format and within agreed timelines.
- 8.10. **Translations.** Customer is responsible for providing and configuring any required translations and localized content unless otherwise expressly included in an applicable Annex or separate written agreement.
- 8.11. **Historical data.** Migration of historical data into EQS Group Cloud Services is not included unless otherwise expressly included in an applicable Annex.
- 8.12. **Integrations.** Support for integrations with third-party systems is not included unless otherwise expressly included in an applicable Annex or separate written agreement.
- 8.13. **DataSync / user provisioning.** Support for automated user provisioning or HR data integration via DataSync is not included unless otherwise expressly included in an applicable Annex or separate written agreement. Unless such support is expressly included, Customer is responsible for user provisioning, including manual user creation and/or use of the Bulk User Import tool, as applicable.
- 8.14. **Single Sign-On (SSO).** If Customer elects to implement Single Sign-On ("SSO"), Customer is responsible for its identity provider configuration and for providing appropriate IT resources for the setup process. EQS Group will provide guidance only within standard SSO configuration capabilities, unless otherwise expressly included in an applicable Annex or separate written agreement.

8.15. Environment used for delivery. Unless otherwise agreed in writing, Professional Services will be performed in Customer's production environment. Customer is responsible for maintaining appropriate access and approvals for EQS Group to perform the Professional Services.

8.16. Custom development and reporting. Custom development (including custom code or product enhancements) and custom reporting/dashboard development are not included as part of this DOS unless otherwise expressly included in an applicable Annex or separate written agreement of the Parties.

9. Term

The Professional Services described herein expire six (6) months after the Start Date set out in the Agreement ("DOS Term"). If Customer's subscription to the applicable Cloud Services expires or is terminated before the end of the DOS Term, this DOS will automatically terminate, and EQS Group will have no obligation to deliver the Professional Services described herein. No refunds will be provided.

10. Payment Terms

10.1. All Professional Services outlined in this DOS shall be performed on a fixed fee basis as set out in the Agreement ("Total Price"), excluding travel and expenses.

10.2. Fees shall be billed in advance upon execution of the Agreement and shall be payable net fourteen (14) calendar days from the date of EQS Group's invoices.

Annex 1

EQS Integrity Line Implementation

1. Objective

The EQS Integrity Line module provides Customer with a secure platform to support whistleblowing intake and case management, enabling Customer to receive reports, manage investigations, and document case resolution activities in alignment with Customer policies and applicable requirements.

2. Outcome

Comprehensive list of Outcomes:

- the Integrity Line Initial Setup configured and demonstrated;
- Customer administrators enabled to create and update configuration;
- Customer is able to continue configuration and rollout of the Integrity Line module using the provided documentation, enablement materials, and available workshops; and
- readiness review completed for the Integrity Line Initial Setup.

3. Initial Setup Definition and Scope

EQS Group will provision the EQS Integrity Line module in Customer's environment with an Initial Setup configuration generated based on Customer inputs submitted through the online form configurator and incorporating EQS standard system defaults and best-practice settings. The Initial Setup configuration is intended to provide a functional starting environment from which Customer administrators can further configure and tailor the solution to their organizational requirements.

Initial Setup means:

- EQS best-practice baseline configuration of standard backend attributes and foundational system settings (non-client-facing). EQS Group will demonstrate how these settings can be adjusted during workshops; any additional expansion beyond the Initial Setup will be completed by Customer as part of guided follow-up tasks.
- A standard Integrity Line landing page structure with default system layout. Customer branding elements such as logos or colors may be applied by Customer using online form configurator.
- Access to EQS documentation, knowledge base articles, and training materials to support Customer configuration activities.

Any additional configuration, workflow design, intake form creation, escalation rules, folder structures, or other customization activities will be completed by Customer as part of its customer-led implementation, supported through the workshops and guided follow up tasks included in this DOS.

Annex 2

EQS Approvals Implementation

1. Objective

The EQS Approvals module enables Customer to implement a structured approvals workflow by allowing users to submit approval requests, follow a defined decision-making process, and manage the lifecycle of approval cases within a centralized application.

2. Outcome

Comprehensive list of Outcomes:

- the Approvals Initial Setup configured and demonstrated;
- Customer administrators enabled to manage approval requests end-to-end (approve, decline, request updates, cancel) with appropriate audit/history;
- Customer administrators enabled to create and update request/questionnaire forms and related configuration;
- Customer is able to continue configuration and rollout of the Approvals module using the provided documentation, enablement materials, and available workshops; and
- readiness review completed for the Approvals Initial Setup.

3. Initial Setup Definition and Scope

EQS Group will provision the EQS Approvals module in Customer's environment with an Initial Setup configuration generated based on Customer inputs submitted through the online form configurator and incorporating EQS standard system defaults and best-practice settings. The Initial Setup configuration is intended to provide a functional starting environment from which Customer administrators can further configure and tailor the solution to their organizational requirements.

Initial Setup means:

- EQS standard system baseline configuration of backend attributes and foundational system settings required to use the module.
- Three (3) standard, EQS best-practice disclosure/request form selected from EQS's standard templates, as applicable.
- Access to EQS documentation, knowledge base articles, and training materials to support Customer configuration activities.

Any additional configuration, workflow design, intake form creation, or other customization activities will be completed by Customer as part of its customer-led implementation, supported through the workshops and guided follow-up tasks included in this DOS.

Annex 3

EQS Policies Implementation

1. Objective

The EQS Policies module enables Customer to centrally manage, publish, and communicate policies, and to track employee acknowledgment and policy status across the organization.

2. Outcome

Comprehensive list of Outcomes:

- the Policies Initial Setup configured and demonstrated;
- Customer administrators enabled to upload and manage policy content and related metadata;
- Customer enabled to publish and monitor policy distribution/acknowledgment status;
- Customer is able to continue configuration and rollout of the Policies module using the provided documentation, enablement materials, and available workshops; and
- readiness review completed for the Policies Initial Setup.

3. Initial Setup Definition and Scope

EQS Group will provision the EQS Policies module in Customer's environment with an Initial Setup configuration generated based on Customer inputs submitted through the online form configurator and incorporating EQS standard system defaults and best-practice settings. The Initial Set up configuration is intended to provide a functional starting environment from which Customer administrators can further configure and tailor the solution to their organizational requirements.

Initial Setup means:

- EQS standard system baseline configuration of backend attributes and foundational system settings required to use the module.
- Access to EQS documentation, knowledge base articles, and training materials to support Customer configuration activities.

Any additional configuration, workflow design, or other customization activities will be completed by Customer as part of its customer-led implementation, supported through the workshops and follow-up tasks included in this DOS.

3.1 Policy Content, Migration and Archiving

Customer is responsible for preparing and uploading policy content (including any historical or archived versions). If requested, EQS Group will provide guidance and best practices to support Customer in organizing and categorizing policy content for retrieval and reporting during the workshop sessions.

Annex 4**EQS Third Parties Implementation****1. Objective**

The EQS Third Parties module enables Customer to implement a structured, risk-based approach to third-party management by onboarding third parties, collecting and assessing risk information, classifying risk, and monitoring third-party relationships in alignment with Customer policies and applicable requirements

2. Outcome

Comprehensive list of Outcomes:

- the Third Parties initial setup configured and demonstrated;
- Customer administrators enabled to import and maintain third-party data required;
- Customer administrators enabled to manage a defined risk classification and assessment flow and related monitoring actions;
- Customer is able to continue configuration and rollout of the Third Parties module using the provided documentation, enablement materials, and available workshops; and
- readiness review completed for the Third Parties.

3. Initial Setup Definition and Scope

EQS Group will provision the EQS Third Parties module in Customer's environment with an Initial Setup configuration incorporating EQS standard system defaults and best-practice settings. The Initial Setup configuration is intended to provide a functional starting environment from which Customer administrators can further configure and tailor the solution to their organizational requirements.

Initial Setup means:

- EQS standard system baseline configuration of backend attributes and foundational system settings required to use the module.
- Assessment configuration (best-practice baseline): standard system baseline includes predefined assessment model settings.
- EQS best-practice standard questionnaire forms.
- Access to EQS documentation, knowledge base articles, and training materials to support Customer configuration activities.

Any additional configuration, classifications, risks, mitigations, intake form creation, or other customization activities will be completed by Customer as part of its customer-led implementation, supported through the workshops and guided follow-up tasks included in this DOS.

3.1 Data Import and Content Readiness

Customer is responsible for preparing and importing third-party data (including required attributes and supporting documentation) needed for its implementation and use of the module. EQS Group will provide guidance and best practices related to data structure and readiness during the available workshop sessions, if Customer requires support.

Annex 5

EQS Campaigns Implementation

1. Objective

The EQS Campaigns module enables Customer to distribute and monitor compliance action items, such as policy attestations and disclosure/questionnaire tasks, through a centralized campaign workflow with recipient targeting, scheduling, notifications, completion tracking, and reporting.

2. Outcome

Comprehensive list of Outcomes:

- Campaigns module Initial Setup configured and demonstrated;
- Customer administrators able to create, launch, and monitor campaigns using the provided documentation, self-learning materials, and applicable workshop guidance included in this DOS;
- Customer administrators able to manage campaign recipients, action items, scheduling, and related notifications; and
- Customer administrators able to monitor campaign completion status and access reporting.

3. Initial Setup Definition and Scope

EQS Group will provision the EQS Campaigns module in Customer's environment with an Initial Setup configuration incorporating EQS standard system defaults and best-practice settings. The Initial Setup configuration is intended to provide a functional starting environment from which Customer administrators can further configure and tailor the solution to their organizational requirements.

Initial Setup means:

- Campaign standard baseline setup: best-practice baseline configuration of Campaigns settings.

3.1. Dependencies and Content Readiness

Customer is responsible for preparing and maintaining the content, recipient data, and any related forms, policies, questionnaires, translations, and audience criteria required for the Campaigns. EQS Group will provide guidance and best practices related to campaign setup, launch readiness, and administration through the provided documentation, self-learning materials and applicable workshops included in this DOS.