

EQS Compliance Cockpit: Description of Services – Quick-Start Implementation

This Description of Services (“DOS”) applies to Customers that have purchased the Quick-Start 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 Quick Start 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).

Quick Start Implementation follows a self-service implementation model. EQS Group will perform the in-scope Initial Setup and provide limited guidance through the Q&A sessions included in this DOS and, where expressly stated in the applicable Annex(es), a module-specific getting started session. Customer remains responsible for completing all configuration, customization, workflow design, testing, rollout, and other implementation activities beyond the Initial Setup configuration, as well as providing required inputs and ensuring internal readiness for go-live.

The timeline for completion of the Professional Services will vary based on Customer responsiveness and the modules being implemented, but is typically 2-4 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 kick-off email will be sent out to Customer with access to the online form configurator to collect Customer’s information.

2.2. Configuration

EQS will provide the Initial Setup of the purchased module(s).

2.3. Go-Live & Post-Support

Once the Initial Setup configuration is completed, EQS will activate the environment and provide the Customer with access. EQS will introduce the Customer to the Support Center upon delivery of the configured system.

2.4. Self-Learning & Q&A

EQS Group will provide full access to documentation, guides, and video tutorials. Customer may schedule up to three (3) one-hour Q&A sessions per module to address technical and configuration-related questions within the scope of this DOS. Each Q&A session must be used as a single one (1) hour session and may not be split into multiple shorter sessions. Where expressly included in the applicable Annex(es), EQS Group will also provide one (1) module-specific getting started session covering key configuration considerations and administration best practices for Customer’s initial use of the applicable module.

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	R	C
Core enablement			
Support	Access to documentation, guides, and tutorials	R	I
Support	Q&A sessions (if scheduled)	R	C
Module Implementation			
Configure	Baseline System Configuration	R	A/C
Configure	Additional configuration (Customer-led; EQS available for clarification via Q&A)	C	R/A
SSO (if applicable)			
Configure	Provide Requirements & Prerequisites	R	R/A
Configure	SSO setup / configuration (Customer-led; EQS available for clarification and troubleshooting only via the Quick Start Q&A)	C	R/A
Go-Live & Closeout			
Go Live	Project Closeout, Handoff to Support	R	C

4. Customer Responsibilities

Customer undertakes to cooperate unreservedly and in good faith with EQS Group, in particular with regard to the deadlines and conditions agreed between the Parties. Successful delivery of the Professional Services is dependent on Customer's active engagement, timely completion of prerequisites, and completion of Customer-led configuration activities. 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. review user guides, webinars, and other training materials made available via the support portal prior to Q&A sessions or module-specific getting started session included in the applicable Annex(es);
- 4.3. schedule, attend, and actively participate in all sessions, and complete prerequisites and follow-up actions where identified;
- 4.4. 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);
- 4.5. manage rollout activities for Customer's organization, including change management and training of Customer's end users;

- 4.6. 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;
- 4.7. provide any required translations and localized content, where applicable (unless otherwise expressly included in the applicable Annex(es));
- 4.8. 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
- 4.9. 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. Change Request Process

- 5.1. At any time during performance of the Professional Services, Customer may request, or EQS Group may recommend, a change to the scope, deliverables, timeline, assumptions, responsibilities, or other terms of this DOS (each, a "Change Request"). Such Change Request shall follow the procedure set out below:
- 5.2. The requesting party will submit the Change Request in writing to the other party, describing the requested change in reasonable detail.
- 5.3. The other party will assess the Change Request and provide a written impact assessment, which may include adjustments to scope, timeline, and/or fees.
- 5.4. 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.
- 5.5. Unless and until a Change Request is executed, EQS Group will continue to perform the Professional Services in accordance with this DOS.

6. Acceptance Procedure

- 6.1. The Professional Services will be deemed complete when EQS Group has:
(i) provisioned Customer's environment; (ii) completed the Initial Setup configuration for the purchased module(s) as defined in this DOS and the applicable Annex(es); (iii) provided access to the applicable self-learning materials included in the Professional Services; and (iv) introduced Customer to the EQS Support Center and provided any module-specific getting started session expressly included in the applicable Annex(es), as well as instructions for scheduling the available Q&A sessions.
- 6.2. Customer acceptance will be deemed to have occurred upon the earliest of:
(i) Customer's written confirmation that the deliverables described above are complete; (ii) Customer's go-live or production use of the platform or (iii) ten (10) business days after EQS Group's written notice that the above items 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).
- 6.3. For clarity, the Professional Services do not include configuration, implementation, or customization of the platform beyond the Initial Setup expressly described in this DOS and the applicable Annex(es). Platform status, completeness, or suitability for Customer's intended use beyond that scope will not delay or condition acceptance.

7. Assumptions

The scope of the Professional Services provided under this DOS and 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.

- 7.1. **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.

- 7.2. **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.
- 7.3. **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.
- 7.4. **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).
- 7.5. **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.
- 7.6. **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.
- 7.7. **Support after services.** Upon completion of the Professional Services outlined in this DOS, EQS Group will transition Customer to EQS Group Support. Ongoing support services are outside the scope of this DOS.
- 7.8. **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).
- 7.9. **Customer inputs.** Customer will provide all required information, content, and inputs in EQS Group's specified format and within agreed timelines.
- 7.10. **Translations.** Customer is responsible for providing, configuring, and loading any required translations and localized content unless otherwise expressly included in an applicable Annex or separate written agreement.
- 7.11. **Historical data.** Migration of historical data into EQS Group Cloud Services is not included unless otherwise expressly included in an applicable Annex.
- 7.12. **Integrations.** Support for integrations with third-party systems is not included unless otherwise expressly included in an applicable Annex or separate written agreement.
- 7.13. **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.
- 7.14. **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.
- 7.15. **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.
- 7.16. **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.

8. Term

The Professional Services described herein expire three (3) 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.

9. Payment Terms

- 9.1. 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.
- 9.2. 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. 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 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.
- A standard EQS 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 self-directed implementation.

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. 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 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.
- One (1) getting started session covering key configuration considerations and administration best practices for Customer's initial use of the module.
- 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 self-directed implementation.

Annex 3

EQS Policies Implementation

1. Objective

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

2. 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 Setup 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 self-directed implementation.

2.1. 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 Q&A 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. 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 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.
- One (1) getting started session covering key configuration considerations and administration best practices for Customer's initial use of the module.
- 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 self-directed implementation.

2.1. 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 Q&A sessions, if Customer requires support.

2.2. Optional add-on: Screening

Activation of Screening, if purchased, may be performed following completion of base Third Parties configuration and is not included unless expressly purchased and included via add-on annex or Change Request.

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. 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.

Any additional configuration, or other customization activities will be completed by Customer as part of its self-directed implementation.

2.1. 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 the three (3) one-hour Q&A sessions included in this DOS.