SHL Terms and Conditions –

These SHL Terms and Conditions (the "**Terms**") govern the license and use of SHL Products and Services. These Terms, including the SHL Products and Services Schedule available at Products and Services Schedule, together with any Order, constitute the valid, complete and binding contract between Company and SHL (the "**Agreement**"). If there is any conflict between the Terms and Order, the Order shall prevail for the Products and Services in that Order. All capitalized terms are defined in the Definitions section below.

1. Purchase and Fees

1.1 Order. The Terms govern each Order, unless otherwise agreed in writing. Each Order will contain: (i) the Products and Services purchased by Company; (ii) the Fees and payment schedule; (iii) the Order Term; and (iv) any other transaction-specific terms and conditions. An Order is binding upon the earliest to occur of the date: (a) Company is provided access to and uses the Products and/or Services; (b) SHL issues a written acknowledgment to Company; or (c) the Order is signed by the parties. Products and Services are deemed accepted upon delivery unless otherwise stated in the Order. For certain Products and/or Services, electronic or phone purchases may be agreed between the parties and will be deemed to be Orders and subject to these Terms. SHL may offer Company the opportunity to trial new Products or Services ("**Try and Buy Product**"). These Terms will apply to any trial of Try and Buy Products, regardless of any master agreement in place with the Company. In the event Company proceeds to purchase a Try and Buy Product, the relevant terms in place with Company will apply.

1.2 Fees. Company shall pay all Fees as specified in the Order. Unless otherwise stated in the Order: (i) Fees are quoted and payable in the currency set out in the Order or United States Dollars where no currency is stated; (ii) Fees are based on Products and Services purchased and not actual usage; (iii) except for Company's termination for cause defined below, all Products and Services are non-cancellable and Fees are non-refundable; (iv) professional services Fees exclude travel and related expenses and will be charged back to Company; and (v) payment shall not be contingent upon SHL's receipt of Company's purchase order documentation.

1.3 Invoicing. Unless otherwise stated in an Order, Fees are payable by Company within thirty (30) days of the date of invoice. If any portion of an invoice is disputed, Company will pay the undisputed amounts in full and the parties will reconcile the disputed amount in good faith as soon as possible. Late payments: (i) will bear interest at a rate of 1.5% per month, or the maximum rate allowed by law; and/or (ii) may result in the withholding or suspension of Products and/or Services.

1.4 Taxes. Fees are exclusive of applicable taxes, levies, and duties. Company shall pay all sales, use, duties, and other taxes including, without limitation, Value Added Taxes (VAT) or Goods and Services Taxes (GST) that are lawfully imposed (and for which no exemption is available). If SHL pays any such taxes on behalf of Company, then Company shall reimburse SHL for such payments. If Company is required to withhold and pay tax on any amount payable to SHL under the Order, Company will deliver to SHL the original tax receipt or other proof of payment. Upon request, each party shall provide reasonable support and shall execute and deliver any documents that the other party deems necessary or desirable in connection with any exemption or reduction of, or the contestation of or the defence against, any taxes.

2. Ownership and Intellectual Property

2.1 Company Property. Company shall retain exclusive ownership of all rights, title and interest in and to all Company Property.

2.2 Products and/or Services Licenses. Upon full payment of Fees, SHL grants Company: (i) ownership of any Output, which Company may download, copy, distribute, modify and create derivative works of, subject to SHL Group retaining ownership of all underlying SHL Intellectual Property Rights in the Output; (ii) a non-exclusive, non-transferrable, perpetual license to use the SHL Property contained in the Output; and (iii) a non-transferable, non-exclusive license for the Order Term to use the Products and Services in the Territory solely for Company's internal purposes. SHL reserves all rights not expressly granted hereunder.

2.3. SHL Property. Company will not at any time: (i) challenge SHL Group's rights, title and interests in and to the SHL Property or the validity of any SHL Intellectual Property Rights; (ii) take any action or engage in any inaction which would impair or tend to impair the SHL Property; or (iii) directly or indirectly develop or assist in developing competing products or services to SHL's.

2.4 Aggregated Research Data and Benchmarking. Notwithstanding anything to the contrary in this Agreement, Company authorizes SHL Group to collect and compile data, insights and information from Company Property in an aggregated and anonymized manner for purposes of assessment validation, research and development and creating or updating Benchmarks ("**Aggregated Research Data**"). As between SHL Group and Company, all right, title, and interest in Aggregated Research Data, and all Intellectual Property Rights therein, belong to and are retained solely by SHL Group. SHL restricts access to Aggregated Research Data to SHL personnel involved in research and/or

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development supporting or related to SHL Products and/or Services. Aggregated Research Data will not identify Company or Company's Confidential Information, whether directly or indirectly.

3. Data Protection

3.1 Protection of Personal Data. Both parties shall comply with all applicable laws and regulations and this Agreement related to the collection, processing, use and storage of Personal Data. Company is the Data Controller of Personal Data. SHL or its Affiliates shall act as the Data Processor with respect to the Personal Data. As Data Processor, SHL shall: (i) process Personal Data in accordance with Company's reasonable instructions or otherwise as permitted under the Agreement; and (ii) implement appropriate administrative, technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. SHL Group shall cooperate with any Company request for Personal Data provided by or through Company to SHL Group, provided that such request does not violate the agreed data protection terms.

3.2 Data Processing Addendum. The terms of the Global Data Processing Addendum at Data Processing Addendum ("**DPA**") are hereby incorporated. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by SHL, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Company and its applicable Affiliates are each the data exporter, and Company's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Company made within 30 days after the effective date of termination or expiration of this Agreement, SHL will make Company Personal Data available to Company for export or download. After such 30-day period, SHL will have no obligation to maintain or provide any Company Personal Data, and thereafter may delete or destroy all copies of Company Personal Data in its systems or otherwise in its possession or control, unless legally prohibited.

4. Indemnification

4.1 SHL will indemnify and defend Company, its officers, directors, and employees (each, an "**Indemnified Party**") from and against any and all loss, damage, and expense, including reasonable legal fees and expenses, incurred by the Indemnified Party directly and proximately arising from any third party claim, demand, action or proceeding ("**Claim**"), that the SHL Property under an Order directly infringes any third party Intellectual Property Rights, provided that Company promptly notifies SHL in writing of the Claim, cooperates with SHL, and allows SHL sole authority to control the defence and settlement of such Claim.

4.2 SHL's indemnification obligation shall not apply to: (i) Company's misuse of SHL Property; (ii) Company's use of SHL Property in combination with any product or information not provided by SHL Group; or (iii) Company's use of SHL Property in a manner not contemplated by the Agreement, in each case, whether or not with SHL's or its Affiliates' consent. The provisions of this section shall also apply to Company's Affiliates.

4.3 If any SHL Property becomes or is reasonably likely to become the subject of a Claim then SHL, at its discretion, will: (i) obtain the right to continue using the affected SHL Property or replace or modify it so it becomes non-infringing; or (ii) terminate the applicable Order by written notice to Company and Company will cease use of SHL Property and SHL will provide a pro-rated refund of the Fees paid to SHL under the affected Order.

4.4 This section constitutes a party's sole and exclusive remedy in connection with any Claim alleging infringement of any Intellectual Property Rights.

4.5 SHL will indemnify an Indemnified Party from and against any and all direct damages incurred by the Indemnified Party arising from any Claim that damage caused by SHL's processing of Personal Data, has arisen as a result of SHL's failure to comply with applicable data protection laws and/or SHL acting outside of, or contrary to, the lawful processing instructions of Company. For the purposes of this section, the following damages shall be considered recoverable direct damages: (i) reasonable costs and expenses incurred by Company to investigate and repair damage to Personal Data; (ii) any costs incurred by Company in connection with legally-mandated notices; (iii) fines, penalties and interest assessed against Company due to the breach; and (iv) reasonable attorneys' fees.

4.6 SHL's liability to indemnify Indemnified Party under section 4.5 will be reduced proportionally to the extent that any negligent act or omission of Indemnified Party contributed to the loss.

5. Limitations of Liability

5.1 Except as excluded by the recoverable direct damages listed in section 4.5 above, neither party shall be liable for any of the following losses or damages (whether or not foreseen, direct, indirect, foreseeable, known or otherwise): (i) loss of profits, whether actual or anticipated; (ii) loss of revenue; (iii) loss of contracts; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; or (viii) any indirect, special or consequential loss or damage.

5.2 Each Party's total aggregate liability arising out of or in connection with the Agreement (whether for tort (including negligence), breach of contract, breach of statutory duty or otherwise) shall in no event exceed the price

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paid or payable by Company to SHL or its Affiliates under an applicable Order within the 12 month period preceding the event giving rise to a claim.

5.3 Nothing contained in the Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its or its Affiliate's negligence; (ii) fraud or fraudulent misrepresentation; (iii) any infringement or misappropriation of either party's or a third party's Intellectual Property Rights; (iv) breach of applicable data protection laws or confidentiality obligations (but subject always to clause 5.1); or (v) any other matter for which it would be prohibited by applicable law to limit or exclude or attempt to limit or exclude liability. In all such cases a party's liability shall be limited to the greatest extent allowed by applicable law.

6. Confidential Information

"**Confidential Information**" means all information, in whatever form, furnished by one party or its Affiliates (the "**Disclosing Party**") to the other party or its Affiliates (the "**Receiving Party**") orally or in writing that is identified as confidential or proprietary at the time of disclosure or that should reasonably be assumed to be confidential or proprietary by its nature, including, but not limited to: business information; pricing; policies; information concerning employees, customers, vendors; research; development; know-how; designs; opportunities; and methods and procedures.

6.1 Receiving Party will: (i) only use or disclose Confidential Information as allowed under this Agreement; (ii) only disclose Confidential Information to its directors, officers, and employees with a need to know such information and who are under a duty of confidentiality; (iii) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; and (iv) maintain the Confidential Information using at least the same degree of care it uses for its own proprietary and confidential information. SHL may disclose Confidential Information to its Affiliates, Third Parties or subcontractors as necessary to provide Products and Services to Company, provided that such Third Parties are bound by confidentiality obligations at least as restrictive as those herein. The Disclosing Party does not make any representations or warranties, express or implied, as to the accuracy or completeness of any Confidential Information.

6.2 Each party's confidentiality obligations shall continue in force and survive the termination or expiration of the Agreement for a period of three (3) years. Confidentiality obligations for any Confidential Information subject to trade secret protection will continue indefinitely.

6.3 Confidential Information excludes information: (i) known by the Receiving Party prior to disclosure; (ii) made publicly available other than as a result of disclosure by the Receiving Party in breach of these Terms; (iii) disclosed to the Receiving Party on a non-confidential basis from a third party the Receiving Party reasonably believes is not prohibited from disclosing such information; (iv) developed by the Receiving Party independently; or (v) required to be disclosed by law, regulation or court order provided that, the Receiving Party: (a) if permitted, gives prompt notice to the Disclosing Party so it may contest such order; and (b) only discloses the minimum amount of Confidential Information necessary to comply with such order.

7. Termination

7.1 General. Except for termination for cause below, or as otherwise stated in an Order, Company may not terminate the Order and any Fees paid or payable by Company are non-refundable and non-cancellable.

7.2 Termination for Cause. Either party may terminate an Order for cause if the other party: (a) becomes or is likely to become insolvent or enters into administration or bankruptcy; or (b) materially breaches any provision of the Agreement (including Company's failure to timely pay undisputed Fees in full) and: (i) the breach is not capable of cure; or (ii) if capable of being cured, the breach is not cured within thirty (30) days after the breaching party's receipt of notice of breach stating the specific nature of the breach. Such termination will be without prejudice to any rights or remedies either party may have accrued up to the termination date.

7.2 Orders. Except for termination for cause in Section 7.2, or as otherwise stated in an Order, Company may not terminate an Order, and any Fees paid or payable by Company are non-refundable and non-cancellable.

7.3 Effect of Termination. Except as otherwise provided in the Agreement, upon expiration of the applicable Order Term, or termination of an Order, or portion thereof: (i) all licenses granted by SHL under the Agreement shall immediately terminate; and (ii) Company shall immediately cease use of the applicable Products and/or Services under the applicable Order. SHL reserves the right to charge Company for any continued use of Products or Services after expiration or termination of an Order.

8. Consulting Services

8.1 Company may purchase Services on a stand-alone basis or together with a Product. Consulting Services Fees may be based on estimated "work days", defined as being a maximum of 8 hours during normal working hours for the location where the Services are performed. Product delivery and Service performance dates in an Order are estimates only and subject to Company's timely completion of its obligations and reasonable assistance to facilitate Service delivery, including, but not limited to, provision of necessary information, personnel and documentation approval.

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Company's failure to meet its obligations in a timely manner will be at Company's expense and subsequent delivery or performance dates will be adjusted proportionate to the delay. SHL will not be liable for delays resulting from Company's non-performance. SHL will provide notice of any Company non-performance that materially prevents SHL from performing its obligations, and if not cured within a reasonable time, SHL will be deemed to have delivered the Products or Services in full.

8.2 Fees for cancellation of Services are: (i) 100% of the agreed Fees if cancelled after the Services commence or with less than one week's notice; (ii) 50% if cancelled with less than two weeks' notice; and (iii) 25% with less than three weeks' notice. For changes to delivery dates, as a result of Company's failure to meet its obligations, timelines in an Order or otherwise, the parties will execute a change request to modify or amend an Order and agree on associated Fees.

9. WARRANTIES

9.1 SHL Warranties. SHL represents and warrants that: (i) the Products will materially conform to SHL's standard specifications describing such Products; and (ii) SHL will perform the Services in good faith with reasonable care and skill in accordance with good industry practice and in a professional manner. During the Order Term, if Company reasonably demonstrates that the Products and/or the Services are in breach of the foregoing warranties, SHL will: (a) repair or make good such defect at no charge to Company; (b) replace such Products and/or re-perform such Services; or (c) issue a credit to Company for a pro-rata portion of the Fees paid for the affected Products and/or Services as appropriate.

9.2 Guidance. Products and Services guide Company as to the suitability and aptitude of Candidates as part of an overall recruitment or development process. The Output represents SHL's professional opinions based on information provided to SHL by, or on behalf of Company, its agents, and Candidates, together with any applicable assessment responses. The Output must not be relied upon as statements of fact or as the sole basis for any employment related decisions. SHL does not recruit or select candidates and is not operating as a recruitment agency. SHL is not responsible for the acts or omissions of the Company, including but not limited to: (i) Company's selection or modification of Assessments without SHL's specific written recommendation; and/or (ii) Company's use of Assessments, interpretation of the Output or resulting decisions. Company is not entitled to receive any raw data, including item-level responses, collected as part of the Products or Services. Company is solely responsible for retention of any records required for compliance.

9.3 Company Warranties. Company represents and warrants that it: (i) owns or has the right to provide to SHL all Company Property; (ii) will not copy, reproduce, modify or adapt, translate, disassemble or, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and/or Services in any form or media or by any means, except as permitted under the Agreement; (iii) will not cause confusion, deception or false associations with products and/or services that are not Products and/or Services including without limitation preparing materials that are identical with, or confusingly similar to SHL Property; and (iv) will use the Products and Services in compliance with all applicable laws, regulations, procedures and guidelines.

9.4 DISCLAIMER OF WARRANTIES. SHL GROUP PROVIDES THE PRODUCTS, SERVICES AND SHL PROPERTY "**AS IS**" AND DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHL GROUP DOES NOT WARRANT OR GUARANTY THAT COMPANY WILL REALIZE ANY RESULTS THROUGH THE USE OF THE PRODUCTS OR SERVICES. THIS DISCLAIMER IS INTEGRAL TO ESTABLISHING PRICING AND IS AN ESSENTIAL PART OF THE AGREEMENT. FOR SHL ONLINE SERVICES, SHL DOES NOT WARRANT OR GUARANTY COMPANY'S USE OF SUCH SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, TECHNICAL INACCURACIES, VIRUSES OR OTHER HARMFUL CODE.

10. General

10.1 Company Name and Logo. Company permits SHL Group to use Company's name and logo for their internal and external customer lists and other marketing materials. If Company expressly discloses Company Property to SHL for inclusion in marketing materials, for joint development of a case study or other research, SHL Group may attribute such information with Company's name and logo. SHL may use Company's plain text name as required in any public reporting or regulatory documents.

10.2 Compliance with Laws. Each party will comply with all applicable laws of the countries where it operates, including all securities, anti-corruption, and anti-bribery laws. SHL Group is subject to US sanctions laws. The Products and Services may not be sold or licensed to any "Restricted Party" meaning a party on the U.S. Department of the Treasury Specially Designated Nationals List (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx and http://www.bis.doc.gov/index.php/the-denied-persons-list)) or in US sanctioned countries (http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx). Company

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warrants that Company (i) will not use, transfer or provide access to the Products and Services to or for the benefit of: (a) any Restricted Party, or (b) any individual or entity from a US sanctioned country; and (ii) is not directly or indirectly owned or controlled by, owning, controlling or named as a Restricted Party. Any breach of this section is a material breach of the Agreement for which there is no cure period.

10.3 Governing Law. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Company is domiciled.

If Company is domiciled in:	**Governing Law is:**	**Courts with exclusive jurisdiction are:**
The United States of America, Mexico or a Country in Central or South America or the Caribbean, or Canada	State of Delaware	State of Delaware
France	France	Paris, France
Germany	Germany	Frankfurt, Germany
Italy	Italy	Milan, Italy
United Kingdom	England	London, England
United Kingdom, any country in Europe other than listed above, India, the Middle East or Africa	England	London, England
A country in Asia or the Pacific region, other than Australia or New Zealand	Singapore	Singapore
Australia or New Zealand	New South Wales, Australia	New South Wales, Australia

Notices under this Agreement will be in writing and delivered by registered means providing a receipt to SHL or the Company address in the Order, with a copy to the SHL legal department, to: The Pavilion, 1 Atwell Place, Thames Ditton, Surrey, KT7 0NE, UK.

10.4 Dispute Resolution. In the event of any dispute between the parties, prior to a party commencing an action in court for damages, each party shall designate a representative and the representatives shall meet in person or telephonically in a good-faith attempt to resolve the dispute. Prior to such meeting, the complaining party shall provide a detailed, written explanation of the dispute in order to facilitate the efforts to achieve mutually agreeable resolution. In the event that the parties are unable to resolve their dispute in such meeting or such meeting does not occur within thirty (30) days of the initial notice being provided by the complaining party, then either party may pursue other available judicial remedies at law.

10.5 Miscellaneous. Each party agrees that a breach of the Agreement may result in irreparable harm to the other party for which monetary damages would be an inadequate remedy. In the event of a breach, or threatened breach, of the Agreement, the non-breaching party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief (including injunctive relief and specific performance) in addition to any other rights and remedies available at law. This Agreement shall not confer any rights or remedies upon any third party, except SHL Global as express, third party beneficiaries of the Agreement, with power to enforce the rights in this Agreement. Nothing in the Agreement will create, or be deemed to create, a partnership or joint venture or employment relationship or principal and agent between the parties. Neither party will have any liability to the other if the affected party does not fulfil its obligations due to an event outside the affected party's reasonable control. Any provision of the Agreement held to be invalid under the applicable law will not affect the validity of the remaining terms of the Agreement. Failure to enforce the Agreement does not waive a party's right under the Agreement. The Agreement sets out the entire agreement between the parties and overrides any prior correspondence or representations, and all other terms and conditions, including without limitation, any terms contained in a purchase order or any document supplied by Company to SHL. The parties acknowledge that this Agreement has not been entered into in part or whole in reliance on any warranty, statement, promise or representation by the other party, except as set out in the Agreement. Except in the event of a transfer of all or substantially all its assets, neither party will assign or transfer its rights or responsibilities under the Agreement to any third party without the other party's prior written consent, provided that SHL may assign or transfer its rights and obligations to any SHL Affiliate provided that SHL will remain responsible for SHL's obligations under the Agreement.

10.6 Subcontracting. SHL may use its Affiliates or Qualified Subcontractors to perform Services. Affiliates shall not be considered subcontractors. SHL will at all times remain responsible for its Affiliates and Qualified Subcontractors hereunder.

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Definitions

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" means the power, directly or indirectly, to direct or affirmatively cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"**Assessment**" means products to assess talent performance and attributes of individuals offered by SHL Group.

"**Benchmarks**" mean aggregated data received, collected, analysed, and maintained by SHL Group to improve its Products and/or Services. Benchmarks may be derived from public information, Assessment responses, survey data and best practices information that SHL Group receive from clients.

"**Candidate**" means any assessed individual (including a potential or existing employee of an SHL client).

"**Company**" is an entity that purchases Products or Services from SHL under an Order. If a license is extended to Company's Affiliate(s) under an Order, the term "Company" shall include such Affiliates will be subject to the Agreement.

"**Company Property**" means any data, information, or other material provided by or on behalf of Company to SHL Group (through software or other data collection activities) or disclosed through surveys, assessments, the Products or Services to SHL Group.

"**Configured Deliverables**" means where SHL Group creates or provides Services deliverables pursuant to the requirements of an Order. Configured Deliverables are for Company's sole use and not for use by any third party.

"**Data Controller**" means a person/entity who determines the purposes for which and the manner in which any Personal Data is, or is to be, processed (collected, used, amended, retained, destroyed, etc.).

"**Data Processor**" means a person/entity (other than an employee of the Data Controller) that processes Personal Data on behalf of the Data Controller.

"**Fees**" means the fees payable to SHL for the Products or Services purchased pursuant to the applicable Order.

"**Intellectual Property Rights**" means all patents (including reissues, divisions, continuations, and extensions) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), unregistered design, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions.

"**Order**" means a written agreement between Company and SHL describing the Products and/or Services Company is purchasing and may be in the form of an order form, a statement of work, a change request, or other similar instrument.

"**Order Term**" means the period of time set forth in an Order during which: (i) Company has the right to use the purchased Products and/or Services; or (ii) SHL is performing Services in accordance with Company's purchase.

"**Output**" means the printed/electronic reports produced as part of the Services provided to Company for a Candidate(s) taking an Assessment.

"**Personal Data**" means any data or information provided by Company to, or collected by SHL Group in the course of providing the Products and/or Services that relates to a living individual who can be identified from that data, but excludes Research Data and/or Benchmarks.

"**Product**" means the SHL Group products stated in an Order and shall include Configured Deliverables.

"**Qualified Subcontractors**" means the subcontractors listed at https://www.shl.com/wp-content/uploads/shl-sub-processors.pdf, as amended from time to time.

"**Services**" means the consulting or professional services described in the applicable Order provided by SHL or one of its Affiliates.

"**SHL**" means the SHL entity referenced above or that enters into an Order with Company to provide Products and/or Services.

"**SHL Global**" means SHL Global Management Limited, the ultimate parent company of SHL Group and all Affiliates.

"**SHL Group**" means SHL, SHL Global, and SHL Affiliates.

"**SHL Property**" means all of the following without limitation created or owned by SHL Group, or its licensors, whether pre-existing or independently created during the Order Term: (i) all websites, software, tools, URLs and links, universal competency frameworks, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works; and (ii) all Intellectual Property Rights therein.

"**Territory**" means the territory defined in the Order or if left blank then the Territory is the country where Company is registered.

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"**Third Party**" means any person or entity other than Company, SHL Group, the Data Controller or the Data Processor or other person authorized to process data for the Data Controller.

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SHL Products and Services Schedule

This Schedule applies to access to and use of certain SHL Products and Services provided to Company under an Order. This Schedule is part of the Agreement, except as expressly modified by an Order. If an Order has terms inconsistent with this Schedule, the Order takes precedence. Defined terms in this Schedule have the meaning described in the Agreement or as defined herein.

1. Product Specific Terms

A. SHL Platform

1. **Software as a Service.** Company may order access to the online Assessment Services ("**Platform**") either as a "**Subscription**" or by purchasing "**Units**" (as defined below). The configuration may include online delivery of Assessments to Candidates, assessing Candidate results and making the resulting Candidate reports available to Company through the Platform. SHL will not materially decrease the functionality of the Platform during the Order Term.
2. **"Subscription".** A Subscription provides Company with access to the Platform for the Order Term, subject to any limitations stated in the Order. If Company exceeds a specified limitation in the Order, SHL reserves the right to charge any additional use at its then applicable standard rates ("**Standard Rate**") and will be invoiced to Company prior to the end of the Order Term and payable per the Agreement.
3. **"Units"** means the unit of measure specified in an Order used to calculate consumption of Assessments.
   (a) SHL will deduct Units from Company's account when Company runs an Assessment report or a Candidate initiates an online Assessment. Units will: (i) be used in chronological order from the purchase date; and (ii) expire after one year from the date of availability and be automatically deleted from Company's account. Upon Unit or Order expiry or termination (other than termination by Company for cause), any Units remaining on Company's account will expire and no Fees will be refunded.
   (b) Unless Company enters into a new Order for additional Units or a Subscription, once Company exceeds the number of Units purchased, SHL will invoice Company on an on-going basis monthly in arrears at the Standard Rate.
   (c) If Company purchases Units on an "In-Arrears" or "In-Advance" basis, SHL will invoice Company in arrears based on Company's actual use of Units at the Standard Rate or as otherwise agreed in an Order.
4. **Platform Users.** If Company's license to the Platform is limited to a specific number of users, Company will nominate individuals ("**User**") who will be responsible for the proper use of the Platform. SHL grants Company a non-exclusive, royalty-free, revocable, non-transferable and non-assignable license for each User to use the Platform. Each User's Platform credentials are confidential and exclusive in nature and may not be shared. Company must promptly notify SHL of any unauthorized access to or use of the Platform.
5. **Support, Maintenance and Upgrades.** SHL provides Company with SHL support services ("**Support Services**") for administrators at no additional cost in accordance with the then-current SHL Support Services Agreement published at https://www.shl.com/en/documents/support-services/ ("**Support Policy**"). Support Services are not available to Company's customers or Candidates. Additional charges may apply for any such requests directed to SHL by Company.
   SHL will use all commercially reasonable efforts to have the Platform available except for (a) scheduled maintenance periods (published online with at least 30 days prior notice) or (b) unscheduled maintenance required to address system issues, in which case, SHL will provide as much notice as reasonably possible. SHL periodically conducts system upgrades to the Platform and are generally provided at no additional cost to Company. The maintenance schedule, published in the Support Policy, includes dates for Platform upgrades and routine maintenance.
6. **Assessment Response Confidentiality**. Neither party will breach any promises of confidentiality made to any Candidate. SHL will not provide any data, including assessment responses, to Company or any third parties in violation of confidentiality notices presented to Candidates.

B. SHL Managed Services and On-Line Purchase

Company may purchase Services for the outsourced administration of Assessments which may include administration and project management services at various levels for Assessments or projects as specified in an Order ("**Managed Services"**).

(a) **Non-refundable Charges.** Orders for Managed Services or SHL On-Line purchases, may not be modified:

i. personality and judgement tests (including SHL OPQ™, CCSQ, SHL MQ™, WSQ, Scenarios); or
ii. ability, competency, sifting and all other tests (including SHL Verify™, pd360, MFS, DSI, Quicksift); or
iii. project management.

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