

Customer Key Concepts Guide Regarding SHL Products and Services Delivery

Thank you for your interest in the SHL suite of talent assessment solutions. SHL talent assessment solutions are governed by a number of key provisions (“**Key Concepts**”), which are included in the SHL Terms & Conditions (the “SHL Terms”) and are parts and parcel with how we deliver our products and services. Given the nature of our talent assessment solutions, we request that customers agree to the **SHL Terms**, which reflect a commercially reasonable allocation of risk, obligations and rights between *both* parties.

SHL has over 40 years’ experience as an online assessment provider. We have relied on our industry knowledge, and our keen insight into customers’ concerns, in crafting the SHL Terms. Where we agree to engage with customers using non-SHL terms as a starting position, we require that our Key Concepts are incorporated and replace any conflicting provisions of the non-SHL terms.

Cognizant that lawyers and contract professionals, however, oftentimes have not been fully briefed on the nature of the SHL talent assessment solutions being purchased before reviewing the SHL Terms, we have created this FAQ to help guide your review of the SHL Terms, and the and the SHL Key Concepts:

Question	SHL Response
What is my company purchasing?	SHL offers a suite of talent assessment solutions through a multi-tenant online assessment platform. SHL assessment solutions provide life-cycle human resourcing support, from Talent Acquisition through to Talent Management. Additionally, our global team of HR experts, occupational psychologists, and implementation advisors partner with you to identify opportunities for support, that includes the provision of professional services, training services, consulting projects, competency framework design, job analysis, tailored assessment design and identifying and implementing assessments to help your organization select and develop the right people for the right roles.
Do we own the Intellectual Property (“IP”) in the deliverables?	SHL does not develop IP for customer ownership. SHL provides solutions to customers that leverage a wealth of pre-existing SHL IP and we provide a license to customers to use the services and the deliverables to achieve customers’ business objectives. SHL at all times retains ownership of its IP in the online systems and deliverables but provides a license to clients to use the SHL IP for the term of the services (for the platform) and perpetually (for the candidate reports).
What indemnities does SHL provide?	<p>Data Protection: SHL understands well its customers’ concerns, particularly in light of the changing Data Protection landscape. As such, SHL offers an indemnity for damages arising from claims due to SHL’s failure to comply with applicable data protection laws and/or SHL acting contrary to our customers’ lawful processing instructions.</p> <p>Intellectual Property: SHL also provides an indemnity for infringement of third-party intellectual property rights by our services as IP is the main element of our business and therefore a key area of concern for our customers. We provide a full defense indemnity that is unlimited and uncapped.</p> <p>Any liability arising out of our general breach of the agreement should be claimed via a usual breach of contract action, rather than seeking to rely on an indemnity.</p>
Are there any Limitations on your Liability?	<p>SHL offers uncapped liability for direct damages arising out of a breach of applicable data protection laws or confidentiality obligations, in addition to IP infringement, fraud and death/personal injury.</p> <p>SHL’s general liability cap is proportionate to the value of the agreement and is subject to direct damages only. We consider this approach a fair apportionment of risk, although we are happy to discuss further with respect to other areas that our customers may have concerns with, that are more industry-specific.</p>

Question	SHL Response
Does SHL allow Termination for Convenience?	SHL does not offer termination for convenience, as pricing is often based on a commitment from our customers. SHL can, however, accept a termination notice from customers, so long as such termination will take effect only at the expiration of any then-current orders or statements of work. Unless in the case of termination for cause, fees are non-refundable and non-cancellable.
What is the Guidance clause?	SHL's services are provided as an advisory service to customers to use as part of their overall recruitment or development. As standard, we include a clause in all commercial agreements along these lines to ensure that it is clear that SHL has no liability resulting from customer's recruitment or development decisions.
What can we expect in terms of Service Levels?	Details on SHL's scheduled maintenance and uptime commitments are available here :
Does SHL Conduct employee and subcontractor background checks?	SHL performs pre-employment background checks on all employees and subcontractors working at or on a customer facility to perform the contracted services in the US, UK and India. For other regions, SHL will conduct those checks as needed/required based on the local lawful corporate standards. Customers are not permitted access to the results of the employee or subcontractor background checks, as this is confidential information. However, we are happy to provide customers with a sample background check report as an indication of what the check entails.
What if a legal challenge or claim is brought against us by a candidate or other regulatory body based on use of the SHL Assessment?	Were a challenge to be brought against a SHL customer by a regulatory body regarding the assessment, SHL expects that the SHL customer will promptly bring this to SHL's notice and SHL will support the customer in addressing any such claim. Note that there has never been a successful legal challenge to the validity of our products. In the past, we have received requests from our customers to provide technical documentation outlining the job analysis process, validity information, and adverse impact statistics associated with our assessments. In every instance, the legal inquiry has proceeded no further.

We hope that this FAQ will be useful as you review the SHL Terms, or as you consider our markups to your terms. This FAQ does **not** form part of the contract and is for information purposes only.

Should you have any further queries, please contact your SHL Account Manager.