

**Effective October 16, 2017**

These Terms and Conditions for Services (the “**Terms**”) shall form part of the Agreement for Services and shall govern the use of the Services set out in the Agreement for Services.

Capitalised terms not defined below shall have the meaning given to them in the Agreement for Services.

**Services and the Agreement for Services.** The Client and its Authorised Users shall have the ability to utilise the Services set out in the Agreement for Services from the Commencement Date up to and including the Expiry Date or date of earlier termination (the “**Term**”). Hackett reserves the right to make changes to the Services and/or these Terms and Conditions for Services at any time without notice which are necessary to comply with law or which do not materially affect the Services. Hackett shall inform the Client of any amendments to the Terms and Conditions for Services.

**Invoices.** All invoices must be paid in full within 30 days of the invoice date. All amounts payable are exclusive of VAT which will be paid, if applicable, upon receipt of a valid VAT invoice from Hackett. If payment is not made by any applicable due date, Hackett may charge interest at a rate of 3% plus the Bank of England base rate per annum and suspend the provision of the Services or access to the Services. All charges are non-refundable.

**Limited License.** The Services are the property of Hackett and Hackett-REL Ltd or any of their respective third party suppliers and are protected, without limitation, by all applicable foreign and domestic intellectual property laws. Each Authorised User will have a non-exclusive, non-transferable limited license to utilise (i) the Learning Materials for the programme to which that Authorised User is registered (the “**Registered Programme**”) and (ii) the materials on the Hackett Institute Portal accessible via the Hackett Institute Portal (the “**Hackett Institute Portal**”) for the sole purpose of studying for the Registered Programme. All other uses are prohibited. The Learning Materials, materials on the Hackett Institute Portal, the examinations and any content displayed on any website maintained by or for Hackett may not be copied, publicly displayed, reproduced, uploaded, downloaded, transmitted to or shared with any third party or used other than as set out herein. Other than this limited license which (subject to the “**Exams and Use of Credentials**” section below) terminates at the Expiry Date or the date of earlier termination of this Agreement for Services, no other rights are granted to the Client or its Authorised Users. In respect of each Authorised User, all hard copy course manuals and electronic learning products, course books, exam papers and other materials supporting that Authorised User’s Registered Programme written by Hackett or its third party suppliers will be supplied/made available to that Authorised User.

**Exams and Use of Credentials.** Only an Authorised User may take examinations for the Registered Programme for which that Authorised User is registered. Certification will be awarded to an Authorised User only upon the successful completion of the requisite examinations for that Authorised User’s Registered Programme (such an Authorised User being a “**Successful Candidate**”). A Successful Candidate will be permitted to refer to the fact they have attained the relevant certification. In addition, the Successful Candidate will be entitled to use the credential associated with the Registered Programme and continue to have access to the Hackett Institute Portal until the earlier of (a) 12 months from initial registration of that individual onto the Registered Programme or (b) the end of the Term of this Agreement of Services, at which point the Successful Candidate will have the option to continue accessing

the Hackett Institute Portal for resources relating to the Registered Programme and maintain their knowledge by paying an annual subscription fee. The payment of such an annual subscription fee in respect of a Registered Programme by a Successful Candidate shall entitle that Successful Candidate to continue to use the credential associated with that Registered Programme for the duration of the subscription year.

**Data Sharing.** The Client acknowledges that Hackett will be assisted by other entities in the provision and fulfilment of the Services (including Hackett's affiliates, service providers, sub-contractors and/or agents such as test administrators and providers of Learning Materials including but not limited to Pearson Professional Assessments Ltd, Kaplan U.K. Limited Kaplan Publishing Limited, and Thought Industries, Inc., and their respective affiliates) ("**Other Entities**"), and that some of these Other Entities are based outside the European Economic Area ("**EEA**"), such as in the United States. To participate on any of Hackett's CGBSP programmes, Hackett and the Other Entities require Client data and the personal data of Authorised Users. Such data may be stored and/or processed by Hackett and the Other Entities. This will enable Hackett to (a) provide learning materials and other resources; (b) enable the Authorised Users to participate in any requisite exams; (c) allow Hackett to contact the Authorised Users regarding their participation on the relevant

Registered Programmes, continuing professional development, other CGBSP programmes, and other related products and services; and (d) otherwise provide and fulfil the Services set out in this Agreement for Services. Hackett will use and/or disclose Client data and/or Authorised Users' data (including their personal data provided to Hackett) only to the Other Entities in the provision and fulfilment of such Services and that require such information.

The Client consents to Hackett's disclosure of Client data to the Other Entities in the provision and fulfilment of the Services. The Client represents that, for the purposes of the provision and fulfilment of the Services, (1) it has the authority and consent of the Authorised Users for the Client to provide the personal data of the Authorised Users to Hackett and for Hackett and/or the Other Entities to transfer, store and/or process their personal data whether within or outside the EEA; and (2) the Authorised Users have confirmed that Hackett can contact them directly. The Client further represents that the Authorised Users have consented to Hackett's sharing of information regarding their progress on the Registered Programmes (including but not limited to the results of any examination(s) the Authorised Users have taken) with and the processing and/or storing of such information by the Client.

Hackett will comply, and will procure that its affiliates, service providers, sub-contractors and/or agents agree to comply, with all data protection laws that are applicable to it. The Client and its Authorised Users will comply with all data protection laws that are applicable to it.

The use of any of the GBS programs or the Hackett Institute Portal is subject to the terms of Hackett's "Privacy Policy" which is incorporated by reference herein and may be found at <http://www.thehackettgroup.com/privacy-statement/>. By participating in the GBS programs or accessing the Hackett Institute Portal, Client and its Authorised Users consent to the application of the Privacy Policy.

**Limitations.** Hackett's entire financial liability under the Agreement for Services shall be limited to the total Charges paid by the Client for the Services and Hackett shall not be liable for special, indirect, punitive or consequential loss. However, nothing in the previous sentence shall exclude or limit Hackett's liability for direct damages relating to death or personal injury caused by Hackett's negligence or fraud or any other liability which cannot be excluded or limited by law.

**Governing Law and Jurisdiction.** The Agreement for Services and any dispute or claim arising out of or in connection with it will be governed by English law and Hackett and the Client agree that the English Courts will have exclusive jurisdiction. The prevailing party in any action related to or arising out of this Agreement, whether such action is at the trial or appellate level, shall be entitled to its reasonable attorney's fees and court costs.

**Force majeure.** Hackett will not be liable to the Client as a result of any delay or failure to perform its obligations under this Agreement as a result of a force majeure event meaning it is unable to provide any of the Services. If the force majeure event prevents Hackett from providing any of the Services for more than one month, Hackett will, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Client.

**Termination.** Hackett may terminate this Agreement for Services at any time if the Client or any of its Authorised Users fails to comply with the terms of the Agreement of Services which such failure is not fully corrected within ten days after written notice. Hackett reserves the right to suspend the Services in whole or in part including but not limited to access to the Learning Materials and examinations during the period allowed for such correction. Hackett shall not be obligated to refund any amounts already paid, and the termination of this Agreement for an uncured failure on the part of Client or its Authorised Users shall not relieve the Client of any obligation to pay any amounts due or payable under the Agreement for Services.