

Effective January 1, 2018

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.

Capitalized 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 Authorized Users shall have the ability to utilize the Services set out in the Agreement for Services from the Commencement Date up to and including the Expiration Date or date of earlier termination (the “**Term**”). The Hackett Group, Inc. (“**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 any applicable, sales, use, consumption or value added tax which will be paid, if applicable, upon receipt of a valid invoice from Hackett. If payment is not made by any applicable due date, Hackett may charge interest at a rate of 3% or the highest interest rate legally permitted. All charges are non-refundable.

Limited License. The Services are the property of Hackett or any of its respective third party suppliers and are protected, without limitation, by all applicable foreign and domestic intellectual property laws. Each Authorized User will have a non-exclusive, non-transferable limited license to utilize (i) the Learning Materials for the program to which that Authorized User is registered (the “**Registered Program**”) 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 Program. 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 Expiration Date or the date of earlier termination of this Agreement for Services, no other rights are granted to the Client or its Authorized Users. In respect of each Authorized User, all hard copy course manuals and electronic learning products, course books, exam papers and other materials supporting that Authorized User’s Registered Program written by Hackett or its third party suppliers will be supplied/made available to that Authorized User.

Exams and Use of Credentials. Only an Authorized User may take examinations for the Registered Program for which that Authorized User is registered. Certification will be awarded to an Authorized User only upon the successful completion of the requisite examinations for that Authorized User’s Registered Program (such an Authorized 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 Program 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 Program 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 Program and maintain their knowledge by paying an annual subscription fee. The payment of such an annual subscription fee in respect of a Registered Program by a Successful Candidate shall entitle that Successful Candidate to continue to use the credential associated with that Registered Program for the duration of the subscription year.

Data Sharing. The Client acknowledges that Hackett will be assisted by its subsidiaries, affiliates 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 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 CEAP or RPA programs, Hackett and the Other Entities require Client data and the personal data of Authorized 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 Authorized Users to participate in any requisite exams; (c) allow Hackett to contact the Authorized Users regarding their participation on the relevant.

Registered Programs, continuing professional development, other CEAP or RPA programs, 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 Authorized 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 Authorized Users for the Client to provide the personal data of the Authorized 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 Authorized Users have confirmed that Hackett can contact them directly. The Client further represents that the Authorized Users have consented to Hackett's sharing of information regarding their progress on the Registered Programs (including but not limited to the results of any examination(s) the Authorized 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 Authorized Users will comply with all data protection laws that are applicable to it.

The use of any of the CEAP or RPA 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 CEAP or RPA programs or accessing the Hackett Institute Portal, Client and its Authorized Users consent to the application of the Privacy Policy. Personal Data for EU citizens residing in the EU will be handled and processed in accordance with the EU General Data Protection Act (EU GDPR 2016/679) as amended and supplemented from time to time. Where Hackett is processing Personal Data outside of the EEA or a jurisdiction deemed to be adequate under the GDPR, such data will be processed in accordance with the Standard Contractual Clauses (processors) or in reliance on such other lawfully permitted methods such as the EU-US Privacy Shield Framework.

Limitations. Except as prohibited by law, 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 the laws of the State of Florida, United States of American and Hackett and the Client agree that the state or federal courts in and for Miami-Dade County, Florida, United States of America 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 Authorized 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 Authorized Users shall not relieve the Client of any obligation to pay any amounts due or payable under the Agreement for Services.