

**Effective May 4, 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. These terms govern the use of all of the Registered Programs of the Hackett Institute, including without limitation the CGBSP, CEAP and RPA programs.

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 it’s the persons it authorizes to register and participate in the program (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 access Expiration 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 any applicable taxes, including without limitation, 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 its affiliates or any of their respective third party suppliers and are protected, without limitation, by all applicable foreign and domestic intellectual property laws. The Services also include all of the learning materials, presentations, slides, worksheets, books, and other related documentation that an Authorised User will receive in connection with the Registered Program (the “**Learning Materials**”). 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 (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 Expiration 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 Protection.** In this section, terms not otherwise defined in this Agreement shall have the meaning given to them in the EU General Data Protection Regulation. In providing the Services, and in particular, in order to administer a Registered Programme and operate the Hackett Institute Portal, Hackett and The Hackett Group, Inc. (as data controllers) will be required to collect, receive and process personal data that may pertain to Authorised Users, as prospective, current and former students of a Registered Programme) and other personnel connected to the Client (for example, in connection with the sponsorship of the Authorised User). In such cases, Hackett will be acting as a controller of this personal data (“**Programme Personal Data**”) under the General Data Protection Regulation, and any other applicable data protection and privacy laws, as amended and supplemented from time to time (“**Applicable Data Protection Laws**”) and agrees to process such Programme Personal Data at all times in accordance with Applicable Data Protection Laws. The terms on which Hackett processes such Programme Personal Data are set out in its privacy policy which can be found at <http://www.thehackettgroup.com/privacy-statement/> (“**Privacy Policy**”) with a copy available on request. It is Client’s responsibility to ensure that it makes Authorised Users, and its other relevant personnel, aware of the Privacy Policy at all appropriate times and no later than at the time the Client provides, or makes available, any relevant Programme Personal Data to Hackett.

In the event that Hackett is required to make any Programme Personal Data available to the Client for its own purposes (for example, in connection with its sponsorship of a Registered Programme) Client shall (and represents and warrants that it shall) process the Programme Personal Data only in accordance with Applicable Data Protection Laws, in the capacity of a controller, and for the purpose for which it is shared by Hackett. In particular, Client shall ensure that it (1) only processes Programme Personal Data where it is entitled to do so pursuant to a valid legal basis provided for under Applicable Data Protection Laws; and (2) timely notifies the relevant data subjects of any fair processing information that it is required to communicate under Applicable Data Protection Law.

The Client represents that it has all necessary rights, authorisations and consents (including any consents from relevant Authorised Users or other data subjects that may be required under Applicable Data Protection Laws), to enable (1) the Client to provide the Programme Personal Data to Hackett and for Hackett to process the Programme Personal Data for the purposes, and in the capacity, envisaged in this Agreement; and (2) Hackett to contact Authorised Users directly in connection with the provision of the Services (and in particular the administration of a Registered Programme and the operation of the Hackett Institute Portal). The Client further represents that the Authorised Users have consented to Hackett’s sharing of certain information (which may include Programme Personal Data) with the Client or its nominees regarding the Authorised User’s progress on the Registered Programmes (including but not limited to the results of any examination(s) the Authorised Users have taken).

Client hereby agrees to indemnify, and shall keep indemnified, Hackett from and against any and all costs, damages or expenses of any kind arising from any claim or demand brought by any person, data subject or supervisory authority as a result of any breach or alleged breach by Client of any Applicable Data Protection Laws, or its obligations under this section. Such indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply pursuant to this Agreement.

**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 rendering it 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,

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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.