

**THE HACKETT GROUP  
GENERAL TERMS AND CONDITIONS AND APPENDICES  
FOR THE PROVISION OF IPaaS® SERVICES  
(Effective as of November 6, 2020)**

These General Terms & Conditions and Appendices (these "**General Terms**") shall apply to all Services (as hereinafter defined) delivered to the Client by Hackett, except when the applicability of the General Terms is excluded or restricted by law, regulations or written agreement or when amendments to these General Terms have been confirmed explicitly and in writing mutually. Any general terms and conditions proposed by the Client including those referenced in purchase orders are rejected explicitly.

These IPaaS General Terms (these "**General Terms**") and the attached appendices shall apply Hackett's Vendor Intelligence Program (the "**VIP Program**"), its Vendor Intelligence+ Program (the "**VIP+ Program**"), its Digital Transformation Platform ("**DTP**") and its Quantum Leap Benchmarking Platform ("**Quantum Leap**") Hackett's Intellectual Property as a Service® offerings combining one or more elements of the above programs ("**IPaaS**") each a "**Service**" and collectively the "**IPaaS Services**".

Whenever the contents or interpretation of the Statement of Work and the General Terms conflict, the Statement of Work shall take precedence were an express variation is made. Whenever the content of an Appendix which contains terms and conditions related to a specific type of Service conflict with the Statement of Work or General Terms or an Appendix covering a broader range of services, the more specific Appendix applicable to the Services delivered shall take precedence over the more general Appendix which shall take precedence over the General Terms.

- 1. PAYMENT.** All invoices shall be due and payable within 30 days of issuance. Client agrees to reimburse Hackett for any approved expenses incurred in connection with the delivery of the Services hereunder. All prices are exclusive of any applicable sales, use, consumption, valued added or any other related taxes; such taxes will be added to the applicable invoice as required by law. All work product provided by Hackett to Client shall be deemed accepted in Client does not notify Hackett in writing within 5 days of receipt of such materials that the work product is non-conforming.
- 2. TERMINATION.**
  - a. No Termination for Convenience.** The Services provided hereunder may not be cancelled for convenience and that should Client wish to terminate its participation, Client understands and agrees that Hackett is under no obligation to refund or reimburse any fees paid and Client will remain liable for any unpaid program fees associated therewith.
  - b. Termination for Cause.** Either Party may terminate this Agreement for a material breach which remains uncured for a period of 30 days from receipt of written notice outlining such breach.
- 3. CONFIDENTIALITY AND DATA PROTECTION.**
  - a.** Client and its employees and agents may have access to private and confidential information owned or controlled by Hackett, including the confidential and proprietary information and materials referenced in the Statement of Work, as well as information relating to Hackett's data, best practices, methodology, algorithms, programs, software, security keys, specifications, drawings, business information, pricing and other data, as well as the existence of any dispute between the parties. Similarly, Hackett and its employees and agents may have access to private and confidential information owned or controlled by Client relating to technical or business information of a proprietary nature or relating to Client's business operations. All such Hackett information and Client information shall be "Confidential Information". The Confidential Information acquired by either Party under an Agreement through its employees or agents shall be and remain the disclosing party's exclusive property, and the receiving party shall keep, and its employees and agents shall not copy or disclose such Confidential Information to others without the disclosing party's prior written approval, shall return all tangible copies of such Confidential Information to the disclosing party promptly upon request, and shall destroy all electronic copies promptly upon request. The Confidential Information of the disclosing party may be used by the receiving party only in connection with the Services. Nothing herein shall limit either Party's use or dissemination of information which (i) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the other Party, its employees or agents; or (ii) was in the other Party's possession as shown by written records prior to the disclosure and had not been obtained either directly or indirectly from another party under an obligation not to disclose such information; (iii) is hereafter disclosed to the other Party by a third-party who did not acquire the information directly or indirectly from the disclosing party hereunder; (iv) was independently developed by the other Party without use of the Confidential Information, as evidenced by written records; or (v) is required by law, regulation or auditing standards to be disclosed, but only to the extent and for the purposes of such required disclosure.
  - b. EU Data Protection.** Hackett shall process personal data relating to any individuals and categories set forth in the SOW in accordance with the terms the Data Privacy Appendix (the "**DPA**") located at <https://www.thehackettgroup.com/about/contracting-terms/> and which is incorporated by reference as if fully set forth herein. The Hackett Group is a multinational business that utilizes personnel and resources throughout the globe available to it through its subsidiaries. Client shall not upload any personal data onto any Hackett hosted systems or Platforms other than as expressly identified in the SOW without Hackett's express written permission. Client acknowledges that The Hackett Group, Inc. and any of the named subsidiaries set forth at <https://www.thehackettgroup.com/hackett-processing-entities/>.

- c. California Consumer Privacy Act Statement. Hackett does not sell and has not sold any personal information in the past 12 months.
        - d. End User Confidentiality. Client agrees that it will incorporate the confidentiality provision in Appendix 3 into each End User agreement.
4. **WARRANTY.** Hackett represents and warrants that the Services hereunder will be provided in material compliance with the applicable descriptions set forth in this Agreement and that such Services do not infringe on any of the intellectual property rights of any third-party that are enforceable in the United States of America. EXCEPT AS EXPRESSLY STATED HEREIN, HACKETT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR ANY OTHER PERSON WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY, SUITABILITY, CAPACITY, FITNESS FOR A PARTICULAR OR OTHER PURPOSE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE) OR RESULTS TO BE DERIVED FROM THE USE OF SUCH SERVICES OR ITEMS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
5. **LIMITATION OF LIABILITY.** Except where prohibited by law, other than a claim that the Services infringe the intellectual property rights of a third-party or a claim relating to Hackett's breach of Section 3, Hackett's liability for any claim, controversy or loss relating to or arising out of this Agreement shall not exceed in the Aggregate, the fees paid for the Services under this Agreement. IN NO EVENT WILL HACKETT OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUBCONTRACTORS, BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF HACKETT OR SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) PUNITIVE DAMAGES, LOSS OF ANTICIPATED PROFITS, SAVINGS OR BUSINESS, LOSS OF COMMERCIAL REPUTATION OR OTHER ECONOMIC LOSS, OR (III) DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY CLIENT OR SUCH OTHER PERSON. IN NO EVENT SHALL HACKETT BE LIABLE IN ANY WAY FOR ANY DATA PRIVACY COMPLIANCE OBLIGATIONS OF, OR FOR ANY CLAIMS BY DATA SUBJECTS ARISING OUT OF THE VIOLATION OF APPLICABLE DATA PROTECTION LAW BY CLIENT.
6. **INDEMNITY.** Hackett shall indemnify client, subject to any limitations herein, for any damages resulting from a claim that the IPaaS Services as created and delivered by Hackett to Client, infringe the intellectual property rights of a third-party. Except for Hackett's indemnity obligation above, Client agrees to indemnify Hackett from any loss, claim or damages relating to or arising out of Client's use of the IPaaS Services or otherwise arising out of any acts or omissions on the part of Client in the delivery of its services to its clients or end users involving any of the IPaaS Services, including without limitation, its processing of End User personal data and compliance with applicable law.
7. **INTELLECTUAL PROPERTY.** The rights to any work product provided hereunder shall be set forth in the program exhibits attached hereto. All components of the IPaaS Services and any derivative works thereof are the sole intellectual property rights of Hackett. No license except as expressly granted herein is given to Client or any other Party and unless expressly stated to the contrary herein, all rights to use the IPaaS Services and any related components or outputs shall terminate at the end of the Term. No part of the IPaaS services may be resold or distributed except as expressly stated herein.
8. **USE OF MARKS.** During the Term of this Agreement, Hackett hereby grants to Client a royalty-free, non-exclusive, non-transferable license (with no right to sub-license) during the Term of this Agreement to use, copy, perform, display, store, transmit and cache Hackett's trademarks (the "**Marks**") provided in writing by Hackett on Client's web site as a link to Hackett's main corporate web site (if the Parties choose to link to one another's sites). Client's use of Hackett's Marks will be in accordance with Hackett's prior written approval. Hackett will have the exclusive right to own, use, hold, apply for registration for, and register Hackett's Marks during the Term of, and after the expiration or termination of, this Agreement and Client will neither take nor authorize any activity inconsistent with such exclusive right. Client shall include attribution to any Hackett materials provided. All Hackett Intellectual Property and any permitted reproduction of any component of an IPaaS Service shall include the following notice: "Reproduced under license by The Hackett Group, Inc. © The Hackett Group 202\_. All rights reserved." Except as expressly stated in this paragraph 8, no other license or permission to use the Hackett Marks is granted.
9. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof. Each of the parties hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or of any Florida State court sitting in Miami-Dade County for purposes of all legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The prevailing party in any action related to or arising out of an Agreement shall be entitled to its reasonable attorneys' fees. Each of the Parties hereto hereby intentionally waives the right to a jury trial with respect to any litigation relating to or arising out of this Agreement.
10. **SOLICITATION AND CLIENT RESTRICTIONS.** During the Term of this Agreement and for two years thereafter, neither Party nor any of its affiliates shall, directly or indirectly, solicit for employment, offer employment to, employ or engage in any capacity including, but not limited to, as a contract or equity partner, consultant or advisor any individual who is then employed or engaged, or any individual who was employed or engaged within the preceding twelve (12) months, by the non-soliciting party, its parent or any of their respective affiliates and who was in any way related to provision of the IPaaS Services pursuant hereto, unless and until the soliciting party pays to the non-soliciting party, as liquidated damages and not as a penalty, an amount equal to the aggregate wages, salary, fees or their equivalent (including bonuses) paid by the non-soliciting party, its parent or any of their respective affiliates to such employee during the twelve (12) months prior to the date such employee is employed or engaged by the soliciting party. The Parties agree that this amount is not intended as a penalty and is a fair and reasonable estimate of loss to Service Provider as a result of the breach of this provision. Client may not utilize any IPaaS Services with any End User associated with a restricted client (a "**Restricted Client**") identified in the relevant SOW, a violation of this provision by Client shall be deemed a material breach incapable of cure.
11. **CLIENT RESTRICTIONS.** The IPaaS Services and any license granted hereunder may not be used with any Hackett client identified in the SOW under the restricted use list.

12. **NOTICES.** All notices to be given under an Agreement must be in writing, addressed to the receiving party's designated representative at the address for the receiving party specified in the applicable Statement of Work or if none appears in the Statement of Work then at the address for the main office or headquarters address for such party listed on its corporate website if addressed to the "Chief Executive Officer". Notices are validly given upon the earlier of confirmed receipt by the receiving party or three (3) days after dispatch by courier or certified mail, postage prepaid, properly addressed to the receiving party. Notices may also be delivered by telefax and will be considered validly given upon written confirmation of receipt. Either party may change its address for purposes of notice by giving notice to the other party in accordance with these provisions. In addition a copy of the notice should be sent to:

**If to Hackett:**  
**The Hackett Group**  
**c/o General Counsel**  
**1001 Brickell Bay Drive, Suite 3000**  
**Miami, FL 33131**

13. **DEFINITIONS.**

- a. "**Agreement**" means the Statement(s) of Work and these General Terms.
- b. "**Client**" means the legal entity which confers the engagement to Hackett, and which is the other party to a Statement of Work.
- c. "**End User**" means any third-party or parties that Client shares, provides access to or makes available, pursuant to the terms of this Agreement, one or more components of the IPaaS Services.
- d. "**Hackett**" means one or more of the legal entities which shall have been engaged by the Client for the Services under an Agreement.
- e. "**Party**" means either Hackett or Client.
- f. "**Parties**" refers to Hackett and the Client.
- g. "**Services**" means the products, services, deliverables and work product described in a Statement of Work.
- h. "**Statement of Work**" or "**SOW**" means the statement of work, proposal, letter agreement or equivalent document describing the Services to be performed by Hackett entered into between Client and Hackett and any amendments thereto, other than the General Terms.
- i. "**Term**" means the date that any IPaaS Services will be complete or the end date of the relevant subscription for any IPaaS Services as identified in the Statement of Work.

14. **MISCELLANEOUS.** (a) **Assignment:** Neither Party may assign an Agreement, in whole or in part, without the prior written consent of the other Party. (b) **Waiver:** No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character, or shall be effective unless in writing duly executed by a duly authorized representative of such Party. (c) **Entire Agreement:** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein and no amendment, modification or addition shall be effective unless set forth in a mutually agreed upon signed writing. (d) **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect; (e) **No Party is Drafter:** Nothing in an Agreement shall be construed to constitute either of the Parties hereto as a partner, joint venture, agent, representative or employee of the other Party; (f) **Non-Exclusivity:** The Parties agree that they are entering into this Agreement on a non-exclusive basis; (g) **No Third Party Beneficiaries:** This Agreement is solely between the Parties and there are no third-party beneficiaries, intended or otherwise. .

## APPENDIX 1 - VIP TERMS

The following terms apply to Client's participation in the Hackett VIP and VIP+ program.

1. **Ownership of Materials.** All materials published on The Hackett Group, Inc. website or accessed through Hackett's client portal, (the "Site") or otherwise provided as part of the VIP program, including, but not limited to, statistics, metrics, information relating to best practices, research, question sets, taxonomy, templates, text, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, the selection and arrangements thereof, and trademarks, service marks, trade names and any other intellectual property related to The Hackett Group, Inc. (collectively the "VIP Content") is the property of The Hackett Group, Inc. and is protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. Use of the trademarks displayed on the Site is strictly prohibited. All of the deliverables provided to Client are owned/licensed by Hackett. The Hackett data collection tools, definitions, questionnaires, process taxonomy, database, research perspectives and programs are proprietary of Hackett and are its Confidential Information.
2. **License to Use the VIP Content.** Client Hackett agree as follows: Except as otherwise provided in this letter agreement, you may download material displayed on the Site to any single computer for the Client's internal use only during the Term, provided that any trademarks, copyright or any other notices contained in such VIP Content are not removed. Except as otherwise provided in this letter agreement, no VIP Content from the Site may be copied, publicly displayed, reproduced, uploaded, downloaded, transmitted or otherwise used other than as set forth in these Terms of Use. You shall not archive or retain any VIP Content in any form without written permission from The Hackett Group, Inc. At the expiration or termination of the program you must destroy all copies of the VIP Content in your possession. Except as otherwise provided in this letter agreement, you may not distribute (including via e-mail or the Internet), or otherwise make available, copies to others, whether or not for payment or other consideration, without the written permission from The Hackett Group, Inc. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws. The program(s) described in this letter agreement may not be cancelled and if Client desires to terminate its participation in the program, it understands and agrees that Hackett is under no obligation to refund or reimburse any fees paid and Client will remain liable for any unpaid program fees associated therewith. Hackett reserves the right to terminate Client's access to the VIP Content at any time if it appears that the Client's usage is inconsistent with the terms of this Agreement.
3. **Utilization of Category Research Responses/Reports.** Where the IPaaS services include access to Hackett research and category responses, Client will have perpetual, non-exclusive license to utilize the responses for its own internal business use
4. **Quotation and Use.** The Hackett Group name and published materials are subject to trademark and copyright protection. To use the "The Hackett Group" or The Hackett Group name, VIP Content, trademarks, or logo may only be used commercially in connection with advertising, sales materials or other commercial efforts with Hackett's prior written approval, in its sole discretion.
  - a. **Quotation and Usage Policy Principles.**
    - i. Limited use of excerpts internally within Client's organizations are allowed and do not require pre-approval. All Hackett copyrighted material approved for internal distribution should be marked "For internal use only."
    - ii. Hackett research may not be used to endorse Client or Client's products or services or in any competitor comparisons. No company specific excerpts are permitted within the context of Client's vendor materials, as they imply endorsement.
    - iii. Custom quotes are quotes developed for a specific purpose by a Hackett business advisor. Custom quotes must be approved in writing by the appropriate business advisor and Hackett's Marketing Department in the context of the materials in which the quote will appear.
    - iv. Quotes and excerpts must be from published research that is less than 12 months old. Quotes from published research must be properly attributed to the original research source.
  - b. **Guidelines for Usage and Quotes Based on Context**
    - i. **Press Releases.**
      1. The word "Hackett" may not appear in the title or subtitle of press releases without Hackett's prior written approval.
      2. The "About The Hackett Group" boilerplate is reserved for use in The Hackett Group corporate press releases only.
      3. If there are any changes to the press release after receipt of approval from Hackett, the revised press release must be re-submitted in its entirety for final approval.
    - ii. **Materials Promoting Events Featuring a Hackett Group Advisor**
      1. It must be clear that Hackett is being featured and not co-hosting or sponsoring the event.
      2. The Hackett Group logo may only appear next to the business advisor's name, session information or Advisor biography within the brochure, webcast, advertising or alternative media. The Hackett Group logo may not appear next to a Client's or a third-party's logo, including that of the event sponsor, without Hackett's prior written approval.
    - iii. **Web sites, Presentations, Advertising and Newsletters**
      1. No company- or product-specific quotes or excerpts from Hackett may be displayed, without Hackett's prior approval.
      2. The Hackett Group logo may only be used as a link to a mutually agreed upon promotion (e.g., an advisor speaking engagement) or program offering (e.g. group benchmark study).
      3. No PDFs of Hackett research may be posted on a web site of Client, without Hackett's prior written approval.
      4. Hackett reserves the right to approve the creative copy of the overall ad in which The Hackett Group name and Hackett research will appear.
      5. The Hackett Group name may not appear in the subject line of an electronic newsletter, without Hackett's prior written approval.
    - iv. **Policy Regarding Copies of Published Research in its Entirety**
      1. Hackett does not permit the following uses of its research without prior written permission
      2. Scanning, or otherwise importing publications into an electronic storage/retrieval system
      3. Broad distribution of publications to other units of the organization through email or other electronic data transmission systems
      4. Distribution of publications to external organizations via hard copy or electronically
      5. Distributing copies of publications to customers or prospective customers by Client representatives

v. **Submitting a quote or usage request for approval**

1. Requests to quote, excerpt or reference The Hackett Group name or Hackett research in any materials must be submitted to [codonnell@thehackettgroup.com](mailto:codonnell@thehackettgroup.com)
  2. To obtain Hackett approval, Client will provide:
    - a. the quote Client wishes to use;
    - b. the context of the quote in Client's materials (e.g., Client's press research, presentation);
    - c. the original research source from which the quote was extracted; and
    - d. the location of the quote in the materials.
5. **Access to and Use of Hackett Metrics.** The data collection tools, portals, definitions, questionnaires, process taxonomy, database, research, world class metrics, peer groups metrics, and any custom metrics and other content Client receives in any medium or otherwise or which Client accesses via a Hackett portal constitute the proprietary information of Hackett and may, in whole or in part, include Hackett's trade secrets. Client will keep this information strictly confidential, not show or distribute them to any third-party and not use them other than in connection with the services described in this Agreement. Client will return or destroy these materials at our request. Client shall have a perpetual, non-exclusive license to utilize the reports prepared by Hackett in connection with Client's participation in the VIP+ Program set forth herein for Client's internal use in the conduct of Client's business. Hackett may seek an injunction and damages if Client does not comply with this provision.

**APPENDIX 2 - IPaaS TERMS**

The following terms govern the use of IPaaS.

1. **DTP and Quantum Leap Program Ownership.** The DTP and Quantum Leap programs including without limitation their respective platforms (the “**Platforms**”), Hackett’s peer and world class databases, the Hackett Process Taxonomy, any of the tools provided hereunder, and their respective components and any derivative works made therefrom (collectively “**Hackett Intellectual Property**”), are Hackett’s confidential and proprietary information and are the sole intellectual property of Hackett. Hackett’s Intellectual Property is protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws.
2. **Reports.** Client shall have a perpetual, non-exclusive license to utilize the reports and outputs prepared by Hackett in connection with Client’s participation in the IPaaS Services for Client’s internal use in the conduct of Client’s business. Hackett agrees that Client may disclose reports provided by Hackett to third-party consultants engaged by Client in connection with services being rendered to Client by such consultants but not otherwise, and provided that such third-party consultant acknowledge in writing the ownership and rights related to the Hackett.
3. **IPaaS Reporting and Analysis.** Client will have a limited license during the Term of Agreement to access the Platforms and to utilize the components of the Hackett Intellectual Property made available to Client solely in the manner described in the applicable SOW. During the Term, Client, where the SOW permits the use of Hackett Intellectual Property, may utilize such Hackett Intellectual Property and provide it to End User’s identified in the SOW subject to the limitations herein. Where a category of End Users has been identified in the SOW, Client may utilize the Platforms to create reports containing Hackett Intellectual Property for distribution to such End Users and grant to such End Users a perpetual, non-exclusive license to utilize such reports and outputs for their own internal use. Except as otherwise provided in this Agreement: (i) no Hackett Intellectual Property may be copied, publicly displayed, reproduced, uploaded, downloaded, transmitted or otherwise used other than as expressly set forth herein;(ii) Client shall not archive or retain any Hackett Intellectual Property beyond the Term of this Agreement in any form without express written permission from The Hackett Group, Inc.; and at the expiration or termination of this Agreement, Client will destroy any copies of the Hackett Intellectual Property in its possession, in whatever medium it is stored in.
4. **Hackett Program Data Gathering and Future Use.** To the extent Client gathers any End User or its own internal data to be input into the Platforms (“**Platform Inputs**”), Hackett shall be permitted to use and publish the Platform Inputs in its other services, including the IPaaS Services, as now or in the future conducted, which may include the aggregated results of the data analysis and research, and the reports generated in connection with its services for its own business, provided Hackett shall not publish Platform Inputs in the Hackett Programs or related publications in a way that identifies Client or a specific individual.
5. **Hackett Process Taxonomy.** The Hackett Process Taxonomy is defined as Hackett process definitions, which include the classification of activities into processes and/or process groups based on functional similarities. Hackett will supply Client with a copy of the Hackett Process Taxonomy and data collection tools to be utilized by Client only to organize and provide to information for inclusion in the applicable IPaaS Services. Client will use the Hackett Process Taxonomy to define information to be collected for the applicable Hackett Program(s), and the data collection tools will be used to collect and report data for inclusion in the applicable Hackett Program(s). Client agrees that the Hackett Process Taxonomy and data collection tools are Hackett’s Confidential Information subject to the provisions of this Agreement and Hackett may seek an injunction and damages against Client for any unauthorized use.
6. **Platform Access.** The following terms apply, to the product and its component parts of the Platform.
  - a. The Platform, its source code, the Hackett Intellectual Property and IPaaS Services and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of Hackett.
  - b. The Platform shall be accessed by no more than ten users, unless allowed under the SOW.
  - c. Except where expressly permitted hereunder, Client may not:
    - i. Sell, assign, transfer, license, sublicense or publish the Platform or any output therefrom unless expressly permitted hereunder;
    - ii. Disclose, display, or otherwise make available the Platform or any output (including any permitted copies) to third parties unless; or
    - iii. Copy, or allow anyone else to copy, the Platform, without Hackett's prior written approval.
  - d. Hackett grants Client a non-exclusive, revocable, non-transferable limited license for the use of the Platform during the Term of Client's subscription. This license is granted solely for use in object code form only. Client may use the Platform only in accordance with the SOW and any applicable user documentation provided and may not alter, repair, modify or adapt any Part of the Platform, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.
  - e. Client may not access the Platform in order to build, or in order to allow a third-party to build, a competitive product or service.
  - f. This license to the Platform and all IPaaS Services and their respective components will terminate automatically upon the expiration or earlier termination of this Agreement.

**APPENDIX 3 – END USER CONFIDENTIALITY PROVISION**

Prior to sharing any part of the IPaaS services with an End User or allowing End User information to be input into any IPaaS tools, Client shall obtain an acknowledgment that includes the following provision:

“Confidential Information includes proprietary metrics, processes and business materials belong to The Hackett Group, Inc. which are provided to you under license. The parties acknowledge that with respect to these materials, The Hackett Group, Inc. is an intended third-party beneficiary and may enforce its rights under this agreement.”

Any variation to this procedure must be approved in writing by Hackett’s legal counsel.

A form of written acknowledgement is set forth below and may be used where an existing NDA is in place and materials are being disclosed to evaluate a potential transaction.

**FORM OF STANDALONE ACKNOWLEDGEMENT**

The information that [INSERT NAME OF CLIENT] (“Recipient”) is receiving from [INSERT DISCLOSING PARTY] contains confidential and proprietary information of The Hackett Group, Inc. (“Hackett Confidential Information”) which we are sharing pursuant to a limited license. Hackett’s Confidential Information includes without limitation, trade secrets, data, equipment, apparatus, programs, software, security keys, metrics, processes and taxonomies, specifications, drawings, business information, pricing and other copyrighted or proprietary data. Hackett Confidential Information shall be and remain The Hackett Group, Inc.’s exclusive property, and the Recipient shall keep, and its employees and agents shall not copy or disclose such Hackett Confidential Information to others without The Hackett Group’s prior written approval, shall return all tangible copies of such Confidential Information to the disclosing party promptly upon request, and shall destroy all electronic copies promptly upon request. The Hackett Confidential Information may be used by the Recipient only in connection with the purpose of evaluating a potential business transaction between the parties. The parties acknowledge that with respect to these materials, The Hackett Group, Inc. is an intended third-party beneficiary and may enforce its rights under this agreement.”

Acknowledged and agreed to as of this \_\_ day of \_\_ 20\_\_

**RECIPIENT**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**[DISCLOSING PARTY]**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title