

The Parties		SHL Internal: APPROVAL as required		
SHL Name & Registered Address ("SHL")	SHL US Inc., 555 North Point Center East, Suite 600 (6th Floor), Alpharetta, GA 30022, USA - a subsidiary of The Corporate Executive Board Company ("CEB")	PS		
		Legal		
Company Name & Registered Address ("County")	County of San Luis Obispo, 1055 Monterey Street, Suite D250, San Luis Obispo, CA 93408, USA ("County")	Finance		
		Comm.		
		Other		
Order Form Date	August 8, 2014	PO#		
Territory [Language]	US English	SHL Internal Ref #:	D#	D0126922
			Opp ID	Opp189790
Subscription Period:				
Subscription Start Date:	Upon availability of assessment content on Select2Perform system	Duration:	12 months	
Subscription Total Fee:	\$79,360.	Currency:	US Dollars	

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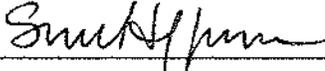
Unlimited subscription as described below:			
Assessments:	S2P assessment system with access to the following assessments and/or solutions: San Luis Obispo County CEB configured solutions and Business Suite, Sales Suite, Contact Center Suite, Software Skills and Clerical Skills		
Subscription Fees:	\$79,360. annually	Basis of Fees:	Number of full time employees: 2,500.
Additional Subscription Terms	<p>CANCELLATION: With the exception of termination by County for SHL's breach, all Subscription Fees are non-cancellable and non-refundable and County will be invoiced upon execution of this Order Form, irrespective of any terms in a Master Agreement. County warrants and represents that the Basis of Fees set out above is a materially accurate at the time of signing this Order Form. County will provide prompt notice to SHL of changing circumstances (such as an acquisition, merger, or a previously unknown significant increase in hiring needs) that would significantly alter the pre-agreed Basis of Fees and the corresponding Subscription Fees for the Subscription Period. If during the Subscription Period, SHL determines the Basis of Fees to be materially inaccurate, SHL reserves the right to terminate the Subscription for cause immediately on notice to County.</p> <p>RENEWAL TERMS: The Unlimited Subscription is automatically renewable, annually on the anniversary of this Order Form. County warrants and represents that the Basis of Fees set out above is a good faith, best estimate of anticipated usage during the Subscription Period as agreed with SHL. County will provide prompt notice to SHL of changing circumstances (such as a previously unknown significant increase in hiring needs) that would significantly alter the pre-agreed Basis of Fees and the corresponding Subscription Fees for the next Subscription Period. SHL reserves the right to propose a rate increase not to exceed 3% annually, assuming no change to the Basis of Fees. A Change Order will be executed by County and SHL, documenting the annual product license amount for each renewal period. The County may exercise an option to cancel an annual Subscription renewal by informing SHL in writing at least 30 days prior to expiration for current term.</p>		
Products Services ordered / Fees	Product/Service	Fees (exclusive of applicable tax) USD - US Dollar	



Julie Rodewald
County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:
Rita L. Neal
County Counsel

By: 
Deputy County Counsel

Date: 8/19/14

Statement of Work: Professional Services

This Statement of Work ("SOW") is entered into between:

SHL US Inc. and the County of San Luis Obispo ("County").

1. PROJECT NAME: County of San Luis Obispo Integration and Interview Training**2. PROJECT SUMMARY:**

The primary activities of this project (the "Project") are as follows:

- Support integration with NeoGov ATS and the assessment solutions on the Select2Perform™ assessment system branded and configured for the County once NeoGov is implemented.
- Provide access to the off the shelf on-line Interview Expert training modules and supporting classroom training.
- Provide County access to assessment solutions on the existing Select2Perform™ assessment system configured for County (*branded site was set up as part of the former project/SOW named "Confirmatory Job Analysis and Assessment Solution Implementation for Multiple Roles / Job Families"*).

3. PROJECT DESCRIPTION

In order to meet the Project objectives listed above, SHL will provide County with the following services:

a. Project Planning and Management

- Assemble SHL Project team.
- Conduct a Project kickoff call with County.
- Jointly plan Project with County, and develop a Project Plan. Review and update Project Plan in regular Project status calls with County.
- Provide regular Project Management support services, including coordination and tracking of Project activities, leading regular Project Status calls with County, and providing Project-related information and documentation to County.

b. Integration Support

- Provide ATS (NeoGov) with Application Programming Interface Integration document ("API").
- Create and configure testing and production integration sites for County.
- Provide up to 30 hours of programming or development support on the Select2Perform assessment system. Additional support time can be scoped separately, if desired, in a change order agreement.
- Support pre-release testing with ATS.
- Provide access to production integration site.

c. Provide access to the Interview Expert Training

- Standard content will be made available for the two on-line training modules
 - 1) Skills Coach and 2) Legal Coach



- One full day in-person training for up to 20 people to supplement the two on-line interview modules
- Classroom training materials
- Access to Interview Guide Builder (IGB) and standard IGB content

4. COUNTY REQUIREMENTS AND RESPONSIBILITIES

County will provide the following to SHL:

- Communicate Project plans and status with all appropriate County personnel.
- Assist in coordinating all Project activities involving County participants.
- Designate a County Project Manager ("County PM") for this Project to whom all communications concerning the day-to-day administration of the Project will be addressed.
- Assist in user acceptance testing and defining workflow between systems.
 - How an assessment solution will be requested by the ATS (automatically, after minimum-qualifications, etc.);
 - How candidates will receive assessment solution;
 - How assessment solution scores are displayed in the ATS system.
- The County PM will coordinate the Project on behalf of the County and will:
 - Serve as the interface between SHL and County resources responsible for activities associated with this Project;
 - Provide relevant County documentation and other materials to SHL as required under this Project;
 - Provide County resources who are knowledgeable about County's existing system operations, business goals, any established system performance measures for County, and who have the authority to resolve issues regarding the execution of the Project;
 - Manage the change order process on behalf of County.

County is responsible for completing the actions stated in section 4 and failure to perform its responsibilities in a timely manner will impact the timeline and completion of the Project Deliverables.

5. PROJECT PARAMETERS

- ATS partner agrees to integration methods as defined by SHL API document.
- Provide up to 30 hours of programming or development support on the Select2Perform assessment system.
- County will be integrating one-sitting solutions.
- Stand-alone tests will not be integrated; additional fees will apply if County desires the integration of stand-alone tests.
- The timeline is partially dependent on the ATS partner since it is the primary interface where any customization and programming will occur. Timeline is also partially dependent on the County as technical progressions are required within the County's control.
- Any training required for administrators for the ATS system will be provided by the ATS. Since the County's access to the assessment results will be through the ATS functionality, County will arrange for this training directly with the ATS.
- Any configuration or project fees and/or costs associated with the integration charged by the ATS are outside the scope of this agreement and should be negotiated/agreed directly between the County and the ATS vendor.

- All Project data collection procedures, Deliverables, and assessment solution(s) will be provided in US English only.
- Any test or system usage fees are covered in the licensing agreement or separate order form.
- Standard content will be made available for the two on-line training modules. Any modifications are out of scope and can be priced separately.
- Standard content will be made available for IGB. Any modifications are out of scope and can be priced separately.
- Direct assessment solutions access consistent with the test usage license or separate order form will be provided to County on the existing Select2Perform™ assessment system. A branded site set up configured for County was part of the former project/SOW named "Confirmatory Job Analysis and Assessment Solution Implementation for Multiple Roles / Job Families".
- If desired, one phone based training up to 30-60 minutes on the use of the off the shelf IGB tools or use of the off the shelf Interview Expert tool will be conducted by the CEB customer first group.

6. PROJECT DELIVERABLES

SHL will provide County with the following deliverables:

- Integration testing support.
- Access to API document.
- Access to testing and production integration sites.
- Provide access to the off the shelf on-line Interview Expert training modules and Interview Guide Builder.
- One full day in-person training for up to 10 people including training materials.
- Provide assessment solutions access consistent with the test usage license or separate order form to County on the existing Select2Perform™ assessment system.

County Acceptance of Project Deliverables:

For those Project Deliverables that require County review and sign-off to be considered accepted by County, SHL will request formal written acceptance from County upon submission of the Deliverable to County. Unless County notifies SHL in writing with details of any specific changes or defects in the Deliverable within 10 days of submission of the Deliverable to County, the Deliverable will be deemed accepted by County.

7. PROJECT PLAN

Following execution of this SOW, SHL and County will develop a mutually agreeable Project Plan that will, among other things, allocate responsibilities to each party and identify the components and functionality of the programs or systems that will be established through this Project ("Project Plan"). The Project Plan will include Project activities and timelines, key delivery dates and milestones, and SHL and County responsibilities for each Project activity in accordance with the SOW and specifically sections 4, 5 and 6 of the SOW. In the event the Project Plan exceeds what is agreed in this SOW, the parties will sign a Change Request to amend the SOW.

8. PROJECT FEES

8.1 Professional Fees



Project Deliverables	Fees
Project management	\$1500 <i>(waived one time only)</i>
One full day in-person training for up to 10 people to supplement the two on-line interview modules <i>(not including travel fees see section 8.2)</i>	\$9,995
Classroom training materials for up to 10 people	
Provide access to the off the shelf on-line Interview Expert training modules and Interview Guide Builder	
Integration testing support	
Access to API document	\$10,000
Access to testing and production integration sites	
Up to 30 hours of programming or development support	
Total	\$19,995

8.2 Direct Expenses

County agrees to reimburse SHL for reasonable out-of-pocket expenses, including travel, lodging, transportation, meals and supplies, incurred by SHL while performing the Services if pre-approved by County in writing. These fees will be billed separately to County after travel is complete and will follow the County of San Luis Obispo Travel Guidelines.

9. AUTHORIZATION TO PROCEED

This SOW, including all prices quoted, is valid for 30 days from the SOW date on Page 1. Signature on the accompanying Order Form constitutes acceptance of this SOW along with all exhibits, schedules and attachments. This SOW is not valid without the corresponding Order Form.

SHL Talent Measurement™ Terms of Business; US

These terms apply to the purchase of SHL Talent Measurement products and services as stated in a corresponding Order.

1 Definitions and Interpretation

In these terms, the following words have the following meanings:

- "Agreement" means the agreement for SHL to supply Products and/or Services, incorporating these terms, including the Product and Services Schedule, and the corresponding Order;
- "Candidate" means any assessed individual (including a potential or existing employee of Company);
- "CEB Group" means The Corporate Executive Board Company ("CEB") and all wholly owned subsidiaries of CEB;
- "Company" means the party placing an Order using this Agreement as defined in an Order;
- "Direct Customer" means a Company that is purchasing Products and/or Services to manage its own internal human resources;
- "Order" means a written or verbal order, which may be agreed in an electronic mail, consisting of a statement of work, change request form, price addendum or other order for Products and/or Services agreed between Company and SHL;
- "Output" means any physical reports SHL produces and provides to Company (i) on Candidates or (ii) as a result of a consultancy project for Company;
- "Product" means the SHL product SHL agrees to supply Company in an Order;
- "Service" means the service SHL agrees to supply Company in an Order, including online and consultancy services as further described in the Product and/or Services Schedule;
- "SHL" is a wholly owned subsidiary of CEB and means the local SHL Talent Measurement entity providing the Products and/or Services to Company as stated in an Order;
- "SHL Partner" means a company or individual who purchases Products and/or Services from SHL (i) to enable the Company's clients to manage their internal human resources under a partnering agreement with SHL or (ii) to use with third parties or resell solely as permitted under section G of the Products and Services Schedule.
- "Territory" is as stated in the Order, or if left blank then the Territory is the country where Company is registered.

Headings are for reference only. Include, including, in particular or any similar expressions are illustrative and do not limit the sense of the words following those terms. The singular tense of a defined term also includes the plural. "Writing" or "written" includes faxes or electronic mail unless specifically excluded by the parties in an Order.

2 Basis of Agreement

2.1 Entire Agreement

Except for any mutual confidentiality agreements in effect between the parties, the Agreement sets out the entire agreement between the parties relating to its subject matter and overrides any prior correspondence or representations and all other terms and conditions. The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given any warranty, statement, promise or representation by the other or on their behalf, other than as expressly set out in this Agreement.

2.2 Offer & Acceptance

When Company submits an order for products and/or services it is deemed an offer to purchase such Products and/or Services subject to these terms. The Order will be deemed accepted by SHL when SHL: (i) countersigns such Order; (ii) issues a written acknowledgement to Company; or (iii) delivers the Products or performs the Services. Unless otherwise stated, a quotation or proposed order provided to Company for Products and/or Services is valid for a period of 30 days from the date of the proposed order.

2.3 Delivery

All Products and/or Services are deemed accepted upon delivery unless otherwise stated in the Order. Company or its agents will provide reasonable assistance required to facilitate delivery of Products and/or Services to Company. SHL will have no liability to Company where failure or delay in the delivery of the Products and/or Services results from Company's or its agents act, omission or delay, in providing such assistance.

3 Price and Payment

3.1 Price

The price for Products and/or Services is stated in the Order. The price is exclusive of any value added, sales or other taxes which will be charged at the applicable rate at the time of invoice. SHL reserves the right to withdraw a discount if any fees owed under a completed Order are not paid by their due date.

3.2 Payment

Unless otherwise agreed in writing, payment for Products and/or Services is due without deduction, demand or set off or withholding within 30 days after the date of the invoice. If Company is required to withhold tax on any amount payable to SHL under this Agreement, Company will deliver to SHL the original tax receipt or other proof of payment. Each party shall provide such reasonable support as necessary in connection with any exemption or reduction of, or the contestation of or the defence against any taxes. In the event of late or non-payment, SHL may suspend the provision of Products and/or Services and/or charge Company default interest at a rate of 1.5% per month accruing on a daily basis from the due date for payment until the date on which payment is made and the costs in pursuing a debt recovery procedure. Failure to provide the correct billing information on an Order requiring SHL to credit and re-invoice charges will be subject to a charge of up to \$75.00 or its equivalent in local currency.

4 Quality

4.1 Warranty

SHL warrants that if Company demonstrates that there is a defect in the Products, or the Services have not been performed with reasonable care and skill in accordance with good industry practice, then it will:

- (a) repair or make good such defect at no charge to Company; or
- (b) replace such Products and/or re-perform such Services; or
- (c) issue a pro-rated credit note for such affected Products or Services ("Warranty")

4.2 Conditions

The Warranty does not apply:

- (a) unless Company notifies SHL in writing of the alleged defect within 7 days of the time when Company discovers the defect and in any event within 1 month of the date of delivery of SHL's Products and/or the date of SHL's performance of Services; or
- (b) in respect of any defect arising from wilful damage, Company's negligence, misuse or alteration of Products without SHL approval; or
- (c) if the total price for Products and/or Services has not been paid by the due date for payment; or
- (d) if Company cannot provide evidence of the claimed defect or problem such that SHL can reproduce the claimed defect.

4.3 Other Warranties

This express Warranty is the only warranty given by SHL and is in lieu of all other warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded, to the fullest extent permitted by governing law, from the Agreement.

5 Liability

5.1 Unlimited Liability

Nothing in these terms will exclude or limit either party's liability for (a) death or personal injury caused by its negligence or (b) for fraud or fraudulent misrepresentation.

5.2 Consequential and other losses

Neither party will be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, indirect foreseeable, known or otherwise): (i) loss of; profits (whether actual or anticipated); revenue; anticipated savings; business; opportunity; or goodwill; or (ii) any indirect, special or consequential loss or damage howsoever caused.

To the extent any or some portion of the exclusion or limitation of liability is not allowed by applicable law, the party's liability is limited to the greatest extent permitted by applicable law.

5.3 Maximum Liability

Subject to clauses 5.1 and 5.2, SHL's total aggregate liability arising out of or in connection with the performance or contemplated performance of the Agreement (whether for tort (including negligence), breach of Agreement, breach of statutory duty or otherwise) will in no event exceed 120% of the price paid or payable by Company in the 12 month period immediately before the date of the event giving rise to Company's claim.

6 Termination

6.1 Cause

Either party may terminate the Agreement by written notice with immediate effect if the other party:

- (a) becomes or is likely to become insolvent, enters into administration, bankruptcy or compromises any debts with creditors; or
- (b) materially breaches the Agreement and following written notice, fails to remedy such breach where it is capable of remedy, within 30 days.

6.2 Convenience

Either party may terminate the Agreement for any reason by providing the other party with at least 30 days prior written notice after the expiry of any agreed minimum term or any agreed subscription term.

6.3 Consequences

Upon termination of the Agreement for any reason:

- (a) the relationship between the parties and any term licenses granted under the Agreement will cease;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after the termination of the Agreement will continue in full force and effect;
- (c) such termination will be without prejudice to any rights or remedies of either party which may have accrued up to the date of termination; and
- (d) except in the event of SHL's breach, all sums owing pursuant to an Order will become due subject to its terms. If Company terminates under clause 6.2, Company will pay the cancellation charges specified in an Order or, under a statement of work, the fees based on the percentage of work completed up to the date of termination.

7 Ownership and Rights

7.1 Intellectual Property Ownership

Company will at all times remain the owner of any property (including Intellectual Property) which Company provides to SHL. SHL, or its licensors, will at all times remain the sole owner of any pre-existing Intellectual Property in Products and/or Services as well as any Intellectual Property created or developed in the course of SHL's performance of the Agreement. For the purpose of this Agreement, "Intellectual Property" includes any patent, copyright, design right, registered design, trade mark, service mark, trade name, domain name, algorithms, user interface designs, benchmark data, architecture, know-how, database right, utility model, unregistered design or other industrial or intellectual property rights subsisting throughout the world, whether or not registered and all applications, renewals and extensions of the same.

7.2 Ownership of Output

Upon full and final payment of SHL's fees, Company will acquire ownership of any Output. Company may download, make copies, distribute, modify and create derivative works of any Output under this Agreement provided that all underlying Intellectual Property rights in the Output remains the property of SHL or its licensors. SHL hereby grants Company a non-exclusive, non-transferable, perpetual license to use the Intellectual Property contained in the Output in accordance with this Agreement. Except as expressly stated above, this Agreement does not grant the Company any rights to, or in any SHL Intellectual Property.

7.3 License Grant

- (a) Where Company is a Direct Customer, SHL grants Company a non-transferable, non-exclusive license for the duration of this Agreement to use the Products and/or Services solely for Company's internal purposes (provided such internal use is not to directly or indirectly develop competing products and/or services) and only in the Territory.
- (b) Where Company is an SHL Partner, SHL grants Company a non-transferable, and non-exclusive license for the duration of this Agreement to utilize and incorporate or consume the Products and/or Services as an integral part of the service Company provides to its clients provided that Company's clients:
 - (i) are resident in the Territory; and
 - (ii) use the Products and/or Services only for their internal purposes (provided such internal use is not to directly or indirectly develop competing products and/or services).
 Other than as stated in this clause 7.3(b), Company has no right to resell or resupply the Products and/or Services. Any breach of this clause will be considered a material breach incapable of remedy.

7.4 Guidance and Warranty

- (a) Products and/or Services guide Company as to the suitability and aptitude of Candidates as part of an overall recruitment or development process. The Output represents SHL's professional opinions based on information provided to SHL by, or on behalf of Company, its employees and Candidates, together with any applicable assessment response(s) and must not be relied upon as statements of fact or as the sole basis for any employment related decisions. SHL does not recruit or select candidates and is not operating as a recruitment agency, nor is SHL responsible for the acts or omissions of the Company, including but not limited to: (i) Company's selection of SHL tests without a specific written recommendation from SHL; and (ii) Company's use of SHL tests, its interpretation of Output or its resulting decisions.

(b) Company warrants that it will:

- (i) not copy, reproduce, modify or adapt, translate, disassemble or, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Product and/or Services (as applicable) in any form or media or by any means, except as permitted under this Agreement;
- (ii) not cause confusion, deception or false associations with products and/or services that are not Products and/or Services (including recruitment or other services) whether by preparing reports that are identical with, or confusingly similar to, Output prepared by SHL, or otherwise;
- (iii) administer the Products and/or any Services (including any related materials), in compliance with all relevant laws, procedures or guidelines applicable in the Territory or otherwise;
- (iv) use the results appropriately, professionally, and in an ethical manner, paying due regard to applicable laws, the needs of those involved in the testing process, the reasons for testing, and the broader context in which the testing takes place; and
- (v) ensure each test administrator has the necessary competencies to carry out the testing process and the knowledge and understanding of the assessment Products and proper assessment test usage that inform and underpin such process.

7.5 Intellectual Property Indemnity

- (a) Subject to clause 5.3, SHL will defend and indemnify Company from and against any third party claim that Products and/or Services infringe a third party's Intellectual Property, provided that Company:

- (i) notifies SHL in writing promptly upon receiving notice of a claim, or upon reasonable suspicion of a claim being brought for infringement of any third party's Intellectual Property; and
- (ii) co-operates with SHL's reasonable requests for the provision of information or other assistance relevant to the claim; and
- (iii) agrees to SHL's sole control of any defence or settlement; and
- (iv) does not engage in any public statements, discussions, settlement negotiations or make any offer to settle, nor make any admission of guilt or fault, without the express prior consent of SHL.
- (b) Subject to the terms of this section 7.3, SHL will either:
- obtain for Company the right to continue using such Products and/or Services; or
 - replace or modify the affected Products or Services so they become non-infringing; or
 - refund to Company the amount(s) paid for such affected Products and/or Services.
- 6 Data Protection
- 6.1 Definitions
- "Data Controller" means a person/entity who determines the purposes for which and the manner in which any Personal Data are, or are to be, processed (collected, used, amended, retained, destroyed etc.);
- "Data Processor" means a person/entity (other than an employee of the Data Controller) that processes Personal Data on behalf of the Data Controller;
- "Personal Data" means data which relates to a living individual who can be identified from that data, (or from that data and other information which is in the possession of the Data Controller);
- "Optional Personal Data" means Personal Data relating to the racial or ethnic origin of the data subject; and
- "Third Party" any person or entity other than Company, Candidate, the Data Controller or the Data Processor or other person authorized to process data for the Data Controller or person, excluding the CEB Group.
- 6.2 Compliance
- Both parties will comply with all applicable laws and regulations in relation to the collection, processing and storage of Personal Data relating to Candidates.
- 6.3 Data Collected
- (a) SHL Platform - Company provides SHL with Candidate Personal Data, including information to contact Candidates ("Candidate Data"). SHL will then contact the Candidate for the purpose of completing an assessment ("Assessment Data"). Personal Data, which is used to produce the Output, is either input by the Candidate or provided by Company. Candidate or Company may provide optional information for the purposes of research ("Research Data"). SHL processes the answers provided by the Candidate and will generate results of the assessment ("Results Data") to provide Company the Output.
- (b) Section C of the Product and Services Schedule for MFS™ and Section D of the Product and Services Schedule for Consultancy Services contains additional information about data that may be collected.
- 6.4 Data Transfer
- (a) Company agrees that SHL may transfer Personal Data outside the EEA to the facilities of other members of the CEB Group in order to provide Company with the Products and/or Services under this Agreement. This may include processing Candidate Data, Assessment Data and Results Data in countries in which data protection laws do not provide the same level of protection as those within the EEA. In such cases, the CEB Group will take appropriate steps to ensure Company's information is adequately protected in accordance with EU data protection laws.
- (b) Subject to clause (c) below, SHL may disclose Personal Data to Third Parties in the following limited circumstances: if CEB Group (i) buys or sells any affected business assets, (ii) contracts with Third Parties to perform or provide certain services on behalf of a member of the CEB Group, or (iii) is under a duty to disclose or share Personal Data to comply with any legal obligation.
- (c) SHL will contractually require any buyer of SHL assets that include Personal Data or any Third Party performing services on SHL's behalf to provide the same level of protection for Personal Data required in these terms and under any applicable data protection laws.
- 6.5 Data Processing
- (a) Company is the Data Controller of all Candidate Data, Assessment Data and any Output. SHL acts as the Data Processor in respect of the Candidate Data, Assessment Data and in producing the Output. SHL will co-operate with any Company request for Personal Data provided by or through Company, provided that such requests, other than those required under law, may be subject to reasonable charges for such assistance.
- (b) Where SHL acts as Company's Data Processor, SHL will:
- process Personal Data in accordance with Company's reasonable instructions or otherwise as may be required to provide the Product and/or Services under this Agreement, and to support Company in its use of the Products and/or Services; and
 - take appropriate steps to protect Personal Data, whether electronic or otherwise, including by implementing reasonable administrative, technical and physical security controls to protect Personal Data from unauthorized access, improper use or disclosure, unauthorized modification or unlawful destruction or accidental loss. CEB Group and any Third Party SHL engages to process Personal Data will be required to protect and process Personal Data in accordance with this Agreement and applicable data protection laws.
- 6.6 Research Data
- (a) SHL collects Research Data in the form of optional demographic questions displayed at the beginning of a Candidate assessment, and in the form of further information on assessment objectives or Candidate success information provided by Company.
- (b) SHL will be the Data Controller of all Research Data, which, if the Candidate elects to provide such information, may include Personal Data and Optional Personal Data.
- (c) Candidate's ability to complete an assessment will not be affected by the Candidate's choice not to provide Research Data, nor will such choice affect Candidate's assessment results. Research Data is not disclosed to the Company.
- 6.7 Assessment Validation and Benchmarking
- Company authorizes SHL to use Assessment Data and Results Data for assessment validation and benchmarking purposes. SHL uses such Assessment Data and Results Data, along with Research Data, to ensure that the SHL psychometric instruments remain fair and objective to prevent unfair discrimination, and to benchmark tests against industry recognized differences for particular groups. CEB Group and its psychologists are bound by ethical guidelines and data protection law in the use of all data. Access to any data used for validation, benchmarking, or research will be restricted to CEB Group employees directly involved in research supporting CEB Group products and services.
- 9 Confidentiality
- 9.1 Non-Disclosure
- The Agreement, its content, the matters to which it relates and information exchanged, whether in tangible or intangible form or disclosed orally or in writing, pursuant to it are confidential between the parties, their affiliates, representatives and advisers and shall not be disclosed to any other person whatsoever who does not need to know such information. If there is an existing mutual confidentiality agreement in effect between the parties then this section applies only to the extent that it extends such existing agreement. Each party will apply no lesser security measures and degree of care than those which the receiving party applies to its own confidential information and which the receiving party warrants as providing adequate protection from unauthorized disclosure, copying or use.
- 9.2 Exceptions
- Notwithstanding the foregoing, an obligation of confidentiality will not exist in relation to any information which:
- is already in the public domain through no act or omission of the receiving party;
 - is independently developed by the receiving party, which independent development can be evidenced in writing; or,
- (c) is required to be disclosed pursuant to a legal obligation providing the receiving party first consults with the disclosing party to agree an appropriate course of action.
- 9.3 Return of Confidential Information
- On expiry or termination of the Agreement, each party will return to the other party, or confirm destruction of, the other's confidential information upon request.
- 10 General
- 10.1 Anti-Bribery
- Neither party will give money or anything of value or make any offers or promises to pay money or anything of value – either directly or indirectly, through another person or entity to a ("Recipient"), defined as any:
- private commercial entity or individual; or
 - political party, political official, candidate for political office; or
 - government official, including officers and employees of:
 - government agencies and departments; state-owned or state-controlled companies; or public international organizations (e.g. United Nations, World Bank) in order to assist a party in obtaining or retaining business for or with, or directing business or an improper advantage to SHL, CEB, Company, or any person to:
 - influence any act or decision of the Recipient in his/her official capacity; or
 - induce the Recipient or someone under Recipient's control or direction to do or fail to do any act in violation of the Recipient's lawful duty; or
 - induce such Recipient to use his/her influence with a government or government instrumentality; or
 - secure any improper advantage.
- Each party will comply with all applicable anti-corruption laws, statutes, regulations and codes including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act. Breach of this Section 10.1 is a material breach of this Agreement.
- 10.2 Trade Sanctions
- SHL and CEB products and services are subject to US sanctions laws and may not be sold to any Restricted Party (as defined below) or in US sanctioned countries* (Cuba, Iran, North Korea, Sudan or Syria). Company agrees NOT to use, transfer, or provide access to the Products and/or Services (a) to any Restricted Party or (b) in these countries. Company confirms that it is not directly or indirectly owned by, controlled by, owning or controlling or named as a Restricted Party. A "Restricted Party" is an entity that SHL and CEB may not do business with under US law.²
- 10.3 Relationship
- Nothing in the Agreement will create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 10.4 Force Majeure
- Neither party has any liability to the other if the affected party does not fulfil its obligations to the other due to an event outside the affected party's reasonable control.
- 10.5 Publicity
- SHL may request (though Company has no obligation to comply with such request):
- use of Company's company name and logo in SHL's customer lists (whether online or offline) and other marketing materials;
 - Company to participate in a press release which announces Company's decision to use SHL's Products and/or Services; or
 - Company to participate in the joint development of a case study describing Company's use of the Products and/or Services, or in other joint press and marketing activities.
- Notwithstanding the foregoing the CEB Group may use Company's plain text name as required in any public reporting or regulatory documents.
- 10.6 Notice
- Notice under the Agreement will be in writing and delivered by registered post or other carrier providing a receipt to the address stated in the Order and to the attention of the SHL Business Manager with a copy to legalsupport@shl.com.
- 10.7 Severability/Waiver
- If any provision of the Agreement is held to be invalid under any enactment or rule of law, that invalidity will not affect the rest of the Agreement, which will remain valid and enforceable. Any waiver of any breach of the Agreement will be in writing, and will not prevent the subsequent enforcement of that provision nor be deemed to be a waiver of any subsequent breach of that or any other provision.
- 10.8 Assignment and Sub-contracting
- Neither party will assign or otherwise transfer its rights or responsibilities under the Agreement to any third party without the other party's prior written consent.
 - No third party will have the right to enforce any term of the Agreement.
 - SHL may use employees of the CEB Group or qualified subcontractors to deliver its obligations under this Agreement, provided that SHL will remain at all times responsible to Company for SHL's obligations under the Agreement.
- 10.9 Law/Jurisdiction
- The Agreement and any dispute arising out of it will be governed by the laws of the state of California and the parties irrevocably submit to the exclusive jurisdiction of California state court, County of San Luis Obispo.
- ² The most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.
- ² The most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php?fid=6&cid=125&tid=125&cid=125>

Product and Services Schedule

This Product and Services Schedule contains additional terms that apply to Products and/or Services that Company may Order under this Agreement.

A. SHL Platform

1 Software as a Service

(a) Company may order access to the SHL online talent measurement services ("SHL Platform") on a Subscription or Unit purchase basis (as such terms are defined below). The SHL Platform may require an Order for Services to establish links with Company's website and configure access to the SHL Platform for Company's purposes. This may include delivery of SHL tests online to Company's candidates, assessing Company's candidate results and making the resulting reports on Company's candidates available to Company through the SHL Platform.

2 SHL Subscription

(a) The SHL Platform may be purchased by "Subscription", which provides Company with access to SHL Platform for the duration of the Subscription period agreed in an Order. A Subscription may be limited or unlimited and subject to different parameters. The limitation may be defined by reference to the number of online credit units, users, SHL tests (excluding third party content) or other measures as stated in the Order. Substantial changes to the Basis of Fees as defined in the Order (whether Units, Applications, Assessments, or number of full time employees) may result in modification or termination of the Subscription. If Company exceeds a specified limitation before the end of the Subscription period, then SHL reserves the right to charge the additional use at its standard rates for the Units consumed during the remainder of the Subscription period. Any outstanding fees for additional Units will become payable before Company renews their Subscription.

(b) Duration: Unless otherwise agreed in an Order, Company's Subscription period starts on the date Company receives its username and password for new accounts, or on the anniversary of such date for Subscription renewals and ends 12 months later. The Subscription will automatically expire at the end of the agreed Subscription period unless the parties agree in writing to renew. If Company uses the SHL Platform after expiration, SHL reserves the right to charge for the Units used at the standard rate for such Units.

(c) Rates: Subscription fees are non-cancellable and non-refundable except as otherwise stated in an Order. Once ordered, the Subscription fees remain due and payable regardless of the extent to which Company makes use of the SHL Platform. SHL may increase the Subscription fees at the start of each renewal Subscription period and such renewal pricing will be stated in the Order. If Company does not agree to an increase, Company's Subscription will not be renewed and any subsequent use of SHL Platform will be charged at SHL's standard rates for the Units used.

3 SHL Units

(a) If Company purchases Units to use the SHL Platform, the appropriate number of Units will be deducted from Company's account whenever Company runs an SHL report or a Company candidate starts an SHL online test. "Units" means the unit of measure specified in an Order by which use of a certain SHL Product is calculated and stated on the SHL price list and may be purchased in advance or arrears as agreed in the Order and further described below.

(b) Units remain on Company's account for use on the SHL Platform for 2 years from the date of delivery (or one year from date of delivery for Units on the Select2Perform system) ("Validity Period"). After the Validity Period, Units will automatically expire and will be deleted from Company's account. No refund or credit will be payable for expired Units. All Units, whenever purchased, will be used in strict chronological order from their date of purchase such, upon use, the oldest Units will be deducted first from Company's account.

(c) Upon expiry or termination of the Agreement (other than termination by SHL in accordance with clause 6.2), any Units remaining on Company's account will expire and will not be refunded.

(d) If Company has exceeded the number of Units purchased then any fees accrued for additional Units shall be invoiced by SHL to Company, monthly in arrears at SHL's applicable standard rate, on an on-going basis until Company enters into a new order for the purchase of additional Units or a subscription for Company's usage of the SHL products.

4 "In-Arrears" or "PAYGO" Services

(a) Duration: Company may purchase SHL Units through an "In-Arrears" or "PAYGO" service. Initial Orders will be for a fixed minimum term of 12 months from the date of the Agreement, or the system go-live date, whichever is later.

(b) Rates: SHL will invoice Company in arrears based on Company's actual usage of SHL's services at the standard rate or such other Unit rate as agreed in an Order.

5 Access/Security

Where access to the SHL Platform is limited to a specific number of users, Company will nominate individuals ("User") who will be responsible for the use or misuse of the SHL Platform. SHL grants Company a non-exclusive, royalty-free, revocable, non-transferable and non-assignable license for each User to use the SHL Platform, provided Company understands and agrees that each User's credentials to the SHL Platform are confidential and exclusive in nature and may not be shared and that Company understands access to information. Company must notify SHL of any actual or anticipated unauthorized access to or use of the SHL Platform as soon as Company becomes aware of such actual or anticipated unauthorized access.

6 Fair Use

Where Company has agreed with SHL an estimated annual usage and if Company's actual usage is significantly different, SHL may review Company's usage with Company and may suggest a different package for the remainder of the Agreement term. In the unlikely event that SHL are unable to resolve this issue with Company through agreement, SHL reserves the right to terminate Company's Agreement with 30 days prior written notice and provide Company with a pro-rated refund of any monies Company has paid.

7 Support, Maintenance and Upgrades

(a) SHL provides Company with SHL customer support services for administrators at no additional cost in accordance with SHL support services policy published on www.shl.com/supportservices. Such support services are not available to Company's customers or candidates and additional charges will apply for any requests for support by direct end customer or candidate support directed to SHL by Company.

(b) SHL will use all commercially reasonable endeavours to have the SHL Platform generally available for use except for scheduled maintenance periods (which are published in advance with no less than thirty days' notice on www.shl.com/supportservices) or unscheduled maintenance required to address system issues. SHL will conduct system upgrades to SHL Platform from time to time and are generally provided at no additional cost to Company. SHL will obtain Company's prior written consent if an upgrade requires additional services that are to be charged to Company. The published maintenance schedule, available at www.shl.com/supportservices, includes dates for implementation of SHL Platform upgrades as well as routine maintenance. In the event that immediate action is required (such as in the event of an attempted or successful security breach), SHL will inform Company as soon as is reasonably practicable where such breach or remedial action directly affects Company's data.

8 Liability

Access to SHL's online systems is dependent on third parties, such as internet service providers. SHL will have no liability to Company for any losses Company suffers resulting directly or indirectly from:

- failures of performance on the part of SHL's internet service provider; or
- failure of Company's equipment or those of Company's candidate(s) or third parties; or
- reasons related to SHL's provision of system upgrades or maintenance; or
- any security breach of SHL's system unless such breach is shown to be the result of SHL's negligence; or
- inability to access the SHL Platform in any one country due exclusively to SHL's software or hardware for any period not exceeding (i) ten (10) consecutive hours or (ii) an aggregate of more than twenty-four (24) hours in any calendar month.

B. Paper & Pencil and/or CD ROMs SHL Tests

1 Delivery

Company must provide SHL written notice of non-delivery of Product materials within 7 days of the anticipated date of such Products and/or within 15 days of the invoice date. SHL's total liability to Company in such circumstances will be limited to replacing the ordered Products within a reasonable time and extending the payment period or issuing a credit note against any invoice raised for such Products. Exchanges of ordered Product materials must be requested within 30 days of receipt of the Product. SHL may accept such request in its sole discretion and may charge an administration fee to cover SHL's expenses.

2 Leased Product Materials

For Leased Product materials (defined as SHL Product materials provided to a Company on an annual basis for use but not purchase), Company may cancel the Product lease by giving SHL at least 30 days written notice before the expiry of the annual lease period. Failure to cancel a Product lease will result in the subsequent annual renewal fee becoming due and payable. Leased Products are non-cancellable and non-refundable during each annual term. Leased Products remain SHL property at all times and Company remains liable for any loss or damage and SHL reserves the right to charge for such lost or damaged Products. For South Africa, the charges for lost or damaged Leased Products are equivalent to 12 months' worth of fees payable for each Leased Product which is lost or damaged.

C. Test Usage

1 SHL Universal Competency Framework (UCF)

(a) Licensee For Direct Customers: Direct Customers may purchase the following license to use the Universal Competency Framework ("UCF") ("UCF Content License").

Company may use the UCF content to profile a job and to recruit, develop or conduct other talent management activities. The UCF Content License is a non-exclusive, non-transferable, revocable and conditional license to: (i) adapt, modify the original UCF content (e.g. the UCF labels or explanatory words) to create derivative works, (ii) use, copy, print such UCF content or its derivatives including placing such content on SHL's system or third party systems which Company uses, or incorporating such content into Company's training or other materials, and (iii) publish non-substantial elements of UCF content within job advertisements.

The UCF Content License is subject to the following conditions:

- All use of the UCF content or derivatives is only for Company's internal business use; and
- SHL or its licensors remain the sole owner of all Intellectual Property to all derivative UCF content. Company hereby assigns all rights to such derivative UCF content to SHL and SHL grants Company a non-exclusive right to use such derivative content in accordance with this Agreement; and
- Any publication of the UCF content or its derivatives will be accompanied with either of the following copyright notices:
 - "© 2004-2014 SHL, a part of CEB. All rights reserved." (for any standard, unchanged UCF content); or
 - "derived from the SHL UCF, © 2004-2014 SHL, a part of CEB. All rights reserved." (for any content used by Company which is derived from the UCF).

SHL has no liability or responsibility to Company for any derivative UCF content which Company creates without SHL's guidance or for Company's use of SHL's UCF or its derivatives with any non-SHL test.

Notwithstanding the foregoing, to the extent SHL assessments use the UCF content within a report or Output, SHL grants a license only to the included UCF content for use within such report or Output and for no other purpose.

(b) License for SHL Partner: SHL Partners who wish to map competencies to or from any SHL test or use SHL's UCF content or create UCF derivative works, must obtain

SHL's prior written consent and subject to additional terms which SHL may agree with Company.

2 MFS™ Data Collection

The data collected when SHL conducts a MFS may include the collection of additional Personal Data beyond what is collected as part of the SHL Platform. Company and SHL agree that neither party will breach any promises of confidentiality made to Candidates or MFS participants. Company shall not itself request, nor shall it induce others to request, that SHL breach the promises of confidentiality made to Candidates or MFS participants.

3 System Licenses – UK only

A System License is an annual license for use of an implemented SHL Platform. As part of the System License, SHL will provide the license holder with the following benefits for the 12 month term of the System License:

- (a) Automatic upgrades to licensed online tests / tools / reports as new versions and languages become generally available for such licensed SHL products;
- (b) Company technical support via the SHL client helpdesk;
- (c) One annual online system training session to ensure quick and easy use and familiarity with any modifications / upgrades for the license year; and
- (d) Updates and maintenance to the SHL Platform.

4 Controlled Tests in the UK, EU and South Africa

(a) Certain tests available in UK, Norway, Switzerland, the European Union and South Africa (each a "Controlled Territory") are subject to regulatory controls and may only be ordered by a person who has successfully completed SHL's appropriate training course and obtained a valid SHL tester license ("Registered User") or a Company relying on such Registered User. A Registered User must promptly notify SHL of any change of employer or address. If a Company does not have a Registered User in a Controlled Territory, Company may not use the controlled tests and such Products must be returned to SHL.

(b) **SHL Product Licenses (e.g. OPQ licenses):** Registered Users or a Company relying on such Registered User, is required to purchase an annual non-exclusive, non-transferable SHL Product License for such Registered User to order (on their own behalf or on behalf of a Company) controlled tests from SHL for the Controlled Territories. The Registered User or Company may cancel its Product License by giving SHL at least 30 days written notice before its expiry and returning all SHL materials (including Leased Product materials) in the Registered User or Company's possession on or before the expiry of the Product License, failing which the Product License will renew automatically at the then-current price and the renewal fee will become payable. SHL reserves the right to terminate the Product License at any time if the Registered User or Company is in breach of the Agreement.

D. SHL Consultancy Services

1 Consultancy

Company may order consultancy services from SHL as specified in an Order. Orders for consultancy services are not for specific named resources and SHL reserves the right to substitute personnel assigned to a project if so required.

2 Data Collection

The data collected when SHL conduct consultancy services may include the collection of additional Personal Data beyond what is collected as part of the SHL Platform as agreed by the parties.

3 Charges

Service fees are as agreed in a statement of work and SHL will invoice Company in accordance with the Order either monthly or at agreed milestones. Fees are estimated based on the time spent and SHL defines a "work day" as being a maximum of 8 hours during normal working hours. If evening, weekend, public holiday work or significant travel (including overseas travel) is involved, other rates may apply. Travel, subsistence, courier, car travel and other expenses not included in the statement of work will be charged to Company at cost. Car travel, if charged, will be at SHL's prevailing rate (available on request).

4 Cancellation/Postponement

Statements of work will specify timelines for the work ordered. If Company fails to meet its responsibilities or timeline as agreed in the statement of work or wishes to cancel or postpone the agreed project dates, SHL may incur costs for such delay, cancellation or postponement. A change request will state new timelines and additional charges, if any. Cancellation fees, unless otherwise agreed in writing in the Order are as follows:

No. of days prior notice you provide	% of agreed fee
5 working days from start date	100%
10 working days from start date	50%
15 working days from start date	25%

In the absence of any default by SHL of this Agreement giving rise to a right of termination, for any termination by Company after the commencement of work Company will be liable for the fees as stated in the statement of work or if not stated, then 100% of SHL's agreed fees.

E. SHL Public or In-House Training Services

1 Training Course

Company may order training from SHL. Any SHL Product and/or Service used during a training course will be supplied in accordance with these terms. SHL reserves the right to modify the course syllabus at any time before the start of the course to facilitate delivery of the relevant and up-to-date materials. Company may request substitutions of delegates to a training course at any time. If SHL accepts such request, the substitute delegates must successfully complete any pre-course training requirements before attending the course. SHL will only provide a certificate or other qualification upon payment and the delegate's successful completion of the training course. SHL will be the sole arbiter of such successful completion. Company is solely responsible for the conduct of its delegates. Property brought to the training venue is entirely at Company's own risk and SHL excludes all liability for theft or loss of such property from the training venue, howsoever caused.

2 License

SHL grants to each individual training program participant ("Participant") a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the program materials, tools and resources provided to participant by SHL ("Program Materials") which may include Training Materials (as defined in (4) below). Participants may only use any online tools during the term of the Agreement but may continue to use tangible Program or Training Materials after the term. Company acknowledges and agrees that the license to the Program Materials is to each Participant and the Program Materials may not be otherwise shared, copied or distributed within the Company. Company further agrees to not sublicense, sell, transfer, assign, or display the Program Materials to or for any third party. Except for the license granted herein SHL shall retain all ownership, title and interest in any and all Intellectual Property relating to the Program Materials and related Services.

3 Charges

Company will pay SHL's invoices in accordance with clause 3.2 of these terms or by the start date of the course, whichever is earliest. SHL's course fees exclude any third party training materials which will be supplied at a price SHL will agree with Company.

4 Copies, Confidentiality and Intellectual Property

Any course notes, publications, surveys and other SHL materials and services provided in the course of the training ordered ("Training Materials") have been prepared by SHL for the exclusive and individual use of Participants and the materials may not be reproduced or copied in any way without the prior approval of SHL. These Training Materials also contain valuable confidential and proprietary information belonging to SHL and they may not be shared with any third party (including independent contractors and consultants) without prior approval of SHL. SHL retains any and all Intellectual Property rights in these materials.

5 Disclaimer

SHL does not guarantee the accuracy of the information or analysis contained in Training Materials. Furthermore, SHL is not engaged in rendering legal, accounting, or any other professional services. SHL specifically disclaims liability for any damages, claims or losses that may arise from a) any errors or omissions in these materials whether caused by SHL or its sources, or b) reliance upon any recommendation made by SHL.

6 Cancellation/Postponement

SHL may cancel a training course at SHL's discretion without liability to Company by giving Company at least 7 days prior written notice. If Company wishes to cancel or postpone a training course, Company must give SHL written notice at least 30 days before the start date of the course. On receipt of Company's notice, SHL will credit Company's account with a sum equal to any fees paid by Company in connection with the relevant training course less any amount payable by SHL to any third party (e.g. the training venue provider). If Company cancels a training course by giving SHL less than 30 days written notice, SHL's full course fees are payable, subject to mutual agreement between the parties for other arrangements. All sums paid for training are available for application to fees for training courses up to two years from the date of invoice. Thereafter the sums will be null and void and any remaining credit will be cancelled. Company may purchase an extension to the end date for up to six months for a fee of 20% of the outstanding contracted amount.

F. SHL Managed Services

1 Service

Company may purchase outsourced services from SHL. In such case, SHL will provide Company with administration and project management services ("Managed Services").

2 Non-refundable Charges

- (a) Any Order for the following Managed Services is non-cancellable and non-refundable:
 - (i) personality and judgement tests (including OPQ™, CCSQ™, MQ™, WSQ™, Scenarios™); or
 - (ii) ability, competency, sifting and all other tests (including SHL Verify™, pd360™, MFS™, DSI™, Quicksift™); or
 - (iii) project management.
- SHL will charge Company for the agreed amounts in the Order.
- (b) Limited right to transfer non-refundable tests
 - (i) if tests set out in paragraph (i) have not been used, Company may request a substitute candidate to take such tests.
 - (ii) if tests set out in paragraph (ii) have not been used, and the tests were not purchased as a standalone product, Company may request a substitute candidate to take such tests.

G. SHL Partner

1. Limited Partner Rights

If a Company or individual has not entered into a separate partnering agreement, it may only purchase Products or Services from SHL to administer to or resell to third parties under the following limited circumstances. The third parties must:

- (a) be residents of the Territory;
- (b) secure substantially similar terms with their customers or clients for use of the Products and/or Services;
- (c) retain all branding and copyright statements on the Products and Services;
- (d) use the Products and/or Services only for their internal purpose (provided such internal use is not to directly or indirectly develop competing products and/or services);
- (e) not make any representations or warranties other than those provided in the SHL Terms of Business;
- (f) be required to grant SHL all the rights stated in section 8 Data Protection of the SHL Terms of Business;
- (g) not represent itself as SHL, a licensed partner, a distributor or an agent of SHL or CEB Group.