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C-VAT USER LICENSE AGREEMENT

User License Agreement

Cultural-Values Analysis Tool
Cultural-Values Analysis Technique
Personal Values Profile (PVP)
Company Value Profile (CVP)
Aggregate Value Profile (AVP)
Management Value Profile (MVP)

PLEASE READ THIS SUPPLEMENTAL USER LICENSE AGREEMENT (“SUPPLEMENTAL EULA”) CAREFULLY.
BY USING THE SOFTWARE THAT ACCOMPANIES THIS SUPPLEMENTAL EULA, YOU AGREE TO THE

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TERMS OF THIS SUPPLEMENTAL EULA. IF YOU DO NOT AGREE, DO NOT SIGN-IN OR USE THE SOFTWARE.

C-VAT USER LICENSE AGREEMENT

IMPORTANT: THIS C-VAT END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND C-VAT. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THIS INTELLECTUAL PROPERTY AND SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY USING THE TOOL OR BY SIGNING IN AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THIS INTELLECTUAL PROPERTY AND SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. C-VAT RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AND OTHER GUIDELINES OR RULES POSTED ON THE SITE FROM TIME TO TIME AT ITS SOLE DISCRETION, AND WILL PROVIDE NOTICE OF MATERIAL CHANGES ON THE HOME PAGE OF THE SITE. YOUR CONTINUED USE OF THE SITE, OR ANY MATERIALS OR SERVICES ACCESSIBLE THROUGH IT, AFTER SUCH NOTICE HAS BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT CONTINUE.

DEFINITIONS

"C-VAT" MEANS C-VAT, INC. AND ITS LICENSORS, TRADENAMES, IF ANY. "SOFTWARE" MEANS ONLY THE C-VAT INTELLECTUAL PROPERTY, SOFTWARE PROGRAM(S) AND THIRD PARTY SOFTWARE PROGRAMS, IN EACH CASE, SUPPLIED BY C-VAT HEREWITH, AND CORRESPONDING DOCUMENTATION, ASSOCIATED MEDIA, PRINTED MATERIALS, AND ONLINE OR ELECTRONIC DOCUMENTATION, AND ALL UPDATES OR UPGRADES OF THE ABOVE THAT ARE PROVIDED TO YOU.

LICENSE GRANTS

A LICENSE FOR THE SOFTWARE MAY NOT BE SHARED, INSTALLED WITHOUT PERMISSION FROM C-VAT.

YOU AGREE THAT C-VAT MAY AUDIT YOUR USE OF THE SOFTWARE FOR COMPLIANCE WITH THESE TERMS AT ANY TIME, UPON REASONABLE NOTICE. IN THE EVENT THAT SUCH AUDIT REVEALS ANY USE OF THE SOFTWARE BY YOU OTHER THAN IN FULL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, YOU SHALL REIMBURSE C-VAT FOR ALL REASONABLE EXPENSES RELATED TO SUCH AUDIT IN ADDITION TO ANY OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF SUCH NON-COMPLIANCE. YOUR LICENSE RIGHTS UNDER THIS EULA ARE NON-EXCLUSIVE.

CERTAIN RIGHTS ARE NOT GRANTED UNDER THIS AGREEMENT, BUT MAY BE AVAILABLE UNDER A SEPARATE AGREEMENT. IF YOU WOULD LIKE TO ENTER INTO A DISTRIBUTION AGREEMENT OR LEARN OF OTHER LICENSING STRATEGIES, PLEASE GO TO: [HTTP://WWW.C-VAT.COM](http://www.c-vat.com)

LICENSE RESTRICTIONS

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YOU MAY NOT MAKE OR DISTRIBUTE COPIES OF THE SOFTWARE, OR ELECTRONICALLY TRANSFER THE SOFTWARE FROM ONE COMPUTER TO ANOTHER OR OVER A NETWORK.

YOU MAY NOT ALTER, MERGE, MODIFY, ADAPT OR TRANSLATE THE SOFTWARE, OR DECOMPILE, REVERSE ENGINEER, DISASSEMBLE, OR OTHERWISE REDUCE THE SOFTWARE TO A HUMAN-PERCEIVABLE FORM.

YOU MAY NOT SELL, RENT, LEASE, OR SUBLICENSE THE SOFTWARE.

YOU MAY NOT MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE.

YOU MAY NOT EXPORT THE SOFTWARE INTO ANY COUNTRY PROHIBITED BY THE UNITED STATES EXPORT ADMINISTRATION ACT AND THE REGULATIONS THEREUNDER.

IN THE EVENT THAT YOU FAIL TO COMPLY WITH THIS EULA, C-VAT MAY TERMINATE THE LICENSE AND YOU MUST DESTROY ALL COPIES OF THE SOFTWARE (WITH ALL OTHER RIGHTS OF BOTH PARTIES AND ALL OTHER PROVISIONS OF THIS EULA SURVIVING ANY SUCH TERMINATION).

YOU SHALL NOT USE THE SOFTWARE TO DEVELOP ANY SOFTWARE OR OTHER TECHNOLOGY HAVING THE SAME PRIMARY FUNCTION AS THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USING THE SOFTWARE IN ANY DEVELOPMENT OR TEST PROCEDURE THAT SEEKS TO DEVELOP LIKE SOFTWARE OR OTHER TECHNOLOGY, OR TO DETERMINE IF SUCH SOFTWARE OR OTHER TECHNOLOGY PERFORMS IN A SIMILAR MANNER AS THE SOFTWARE.

OWNERSHIP

THE FOREGOING LICENSE GIVES YOU LIMITED LICENSE TO USE THE SOFTWARE. C-VAT AND ITS SUPPLIERS RETAIN ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS, IN AND TO, THE SOFTWARE AND ALL COPIES THEREOF. ALL RIGHTS NOT SPECIFICALLY GRANTED IN THIS EULA, INCLUDING FEDERAL AND INTERNATIONAL COPYRIGHTS, ARE RESERVED BY C-VAT AND ITS SUPPLIERS.

THE MATERIALS AND SERVICES ON THIS SITE, AS WELL AS THEIR SELECTION AND ARRANGEMENT, ARE PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, AND/OR OTHER INTELLECTUAL PROPERTY LAWS, AND ANY UNAUTHORISED USE OF THE MATERIALS OR SERVICES AT THIS SITE MAY VIOLATE SUCH LAWS AND THESE TERMS OF USE. YOU AGREE NOT TO COPY, REPUBLISH, FRAME, DOWNLOAD, TRANSMIT, MODIFY, RENT, LEASE, LOAN, SELL, ASSIGN, DISTRIBUTE, LICENSE, SUBLICENSE, REVERSE ENGINEER, OR CREATE DERIVATIVE WORKS BASED ON THE SITE, ITS MATERIALS, OR ITS SERVICES OR THEIR SELECTION AND ARRANGEMENT, EXCEPT AS EXPRESSLY AUTHORISED IN THESE TERMS OF USE. IN ADDITION, YOU AGREE NOT TO USE ANY DATA MINING, ROBOTS, OR SIMILAR DATA GATHERING AND EXTRACTION METHODS IN CONNECTION WITH THE SITE.

USER CONDUCT

IN USING THE SITE, INCLUDING ALL SERVICES AND MATERIALS AVAILABLE THROUGH IT, YOU AGREE:

- NOT TO DISRUPT OR INTERFERE WITH THE SECURITY OF, OR OTHERWISE CAUSE HARM TO, THE SITE, OR ANY SERVICES, MATERIALS, SYSTEM RESOURCES, ACCOUNTS, PASSWORDS,

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SERVERS, OR NETWORKS CONNECTED TO OR ACCESSIBLE THROUGH THE SITE OR ANY AFFILIATED OR LINKED WEBSITES;

- NOT TO UPLOAD, POST OR OTHERWISE TRANSMIT THROUGH THE SITE ANY VIRUSES OR OTHER HARMFUL, DISRUPTIVE OR DESTRUCTIVE FILES;
- NOT TO CREATE A FALSE IDENTITY;
- NOT TO USE OR ATTEMPT TO USE ANOTHER'S ACCOUNT, PASSWORD, SERVICE, OR SYSTEM WITHOUT EXPRESS AUTHORISATION FROM C-VAT;
- INTENTIONALLY OR UNINTENTIONALLY VIOLATE ANY APPLICABLE LOCAL, STATE, NATIONAL OR INTERNATIONAL LAW, OR ANY REGULATIONS HAVING THE FORCE OF LAW.

MANAGING CONTENT AND COMMUNICATIONS

ALTHOUGH IT IS NOT OUR INTENTION TO DO SO, C-VAT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO DELETE OR REMOVE USER CONTENT FROM THE SITE AND TO RESTRICT, SUSPEND, OR TERMINATE YOUR ACCESS TO ALL OR PARTS OF THIS SITE, AT ANY TIME (INCLUDING, WITHOUT LIMITATION, OUR GOOD FAITH BELIEF THAT YOU HAVE NOT COMPLIED WITH THESE TERMS OF USE) WITHOUT PRIOR NOTICE OR LIABILITY.

C-VAT MAY, BUT IS NOT OBLIGATED TO, MONITOR OR REVIEW (I) ANY AREAS OF THE SITE WHERE USERS TRANSMIT OR POST USER CONTENT, INCLUDING BUT NOT LIMITED TO AREAS WHERE SERVICES ARE AVAILABLE, AND (II) THE SUBSTANCE OF ANY USER CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, C-VAT WILL HAVE NO LIABILITY RELATING TO USER CONTENT ARISING UNDER THE LAWS OF COPYRIGHT, LIBEL, PRIVACY, OBSCENITY, OR OTHERWISE.

USER REGISTRATION

WHERE USE OF THE SITE OR CERTAIN SERVICES OF THE SITE REQUIRE USER REGISTRATION, YOU WILL BE REQUIRED TO PROVIDE CERTAIN REGISTRATION INFORMATION (THE "REGISTRATION DATA").

IN REGISTERING TO USE THE SITE, INCLUDING ALL SERVICES AND MATERIALS AVAILABLE THROUGH IT, YOU AGREE TO:

- PROVIDE ACCURATE, COMPLETE AND UP TO DATE INFORMATION ABOUT YOURSELF AS REQUIRED BY THE SITES REGISTRATION FORM.
- MAINTAIN AND UPDATE YOUR REGISTRATION DATA TO KEEP IT ACCURATE, COMPLETE AND UP TO DATE.
- YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT AND FOR ALL ACTIVITIES CARRIED OUT USING YOUR ACCOUNT INFORMATION. YOU AGREE TO NOTIFY C-VAT IMMEDIATELY OF ANY UNAUTHORISED ACTIVITY USING YOUR ACCOUNT INFORMATION OR IF YOU SUSPECT THAT THE CONFIDENTIALITY OF YOUR ACCOUNT INFORMATION HAS BEEN COMPROMISED.
- C-VAT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO

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TERMINATE OR SUSPEND YOUR USE OF THE SITE, TERMINATE OR SUSPEND YOUR ACCOUNT AND REFUSE ANY CURRENT OR FUTURE USE OF THE SERVICES IF IT BELIEVES IN GOOD FAITH THAT YOU HAVE KNOWINGLY FAILED TO COMPLY WITH THE ABOVE USER REGISTRATION TERMS OF USE.

C-VAT PRIVACY POLICY

YOUR REGISTRATION DATA AND CERTAIN OTHER INFORMATION THAT YOU PROVIDE TO US ARE SUBJECT TO OUR PRIVACY POLICY.

GUIDE

YOU ACKNOWLEDGE THAT OUR PRODUCTS AND/OR THE SERVICES ARE INTENDED TO PROVIDE A GUIDE ONLY TO YOU OF THE SUITABILITY AND APTITUDE OF POTENTIAL AND/OR EXISTING EMPLOYEES. ACCORDINGLY, YOU SHALL BE SOLELY RESPONSIBLE FOR ALL DECISIONS TAKEN OR NOT TAKEN IN RESPECT OF SUCH PERSONS AND SHALL INDEMNIFY US FOR ANY LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES) AND EXPENSES INCURRED BY OR AWARDED AGAINST US WHICH ARISE OUT OF YOUR DECISIONS TAKEN IN RESPECT OF SUCH PERSONS. WHERE WE HAVE PREPARED REPORTS FOR YOU, THESE REPORTS REPRESENT OPINIONS BASED ON TEST RESULTS AND MUST NOT BE RELIED UPON AS STATEMENTS OF FACT. IN PARTICULAR, WHILST WE HAVE MADE EFFORTS TO ENSURE THAT OUR PRODUCTS AVOID DISCRIMINATION BASED ON PROTECTED CLASSES (INCLUDING BUT NOT LIMITED TO SEX, ETHNIC GROUP, NATIONALITY AND AGE), NO GUARANTEE IS GIVEN THAT THIS WILL BE AVOIDED IN THE INTERPRETATION OF THE TESTS.

IP OWNERSHIP

ANY PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS IN OUR SERVICES, OUR PRODUCTS OR OUR ONLINE DATABASE AND ANY DEVELOPMENT, MODIFICATION OR IMPROVEMENT THEREOF WILL REMAIN WITH THE OWNING C-VAT COMPANY. ANY INTELLECTUAL PROPERTY CREATED BY OR ON BEHALF OF C-VAT IN THE COURSE OF THE PERFORMANCE OF OUR SERVICES OR THE CONTRACT OR OTHERWISE SHALL REMAIN OUR SOLE PROPERTY. YOU SHALL AT ALL TIMES REMAIN THE OWNER OF ANY PROPERTY (INCLUDING INTELLECTUAL PROPERTY) WHICH YOU PROVIDE TO US. FOR THE PURPOSES OF THIS CONTRACT, "INTELLECTUAL PROPERTY" MEANS ANY PATENT, COPYRIGHT, DESIGN RIGHT, REGISTERED DESIGN, TRADE MARK, SERVICE MARK, TRADE NAME, DOMAIN NAME, ALGORITHMS, USER INTERFACE DESIGNS, 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.

OUTPUT OWNERSHIP

UPON FULL AND FINAL PAYMENT YOU WILL ACQUIRE OWNERSHIP OF ANY

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REPORTS (EXCLUDING ANY AND ALL INTELLECTUAL PROPERTY RIGHTS THEREIN) GENERATED OR PRODUCED BY C-VAT OR ARISING AS A RESULT OF USE OF OUR PRODUCTS AND/OR SERVICES. C-VAT GRANTS TO YOU A NON-EXCLUSIVE, NON-TRANSFERRABLE PERPETUAL LICENSE TO USE THE INTELLECTUAL PROPERTY IN ACCORDANCE WITH INTELLECTUAL PROPERTY WARRANTIES INDICATED BELOW.

INTELLECTUAL PROPERTY WARRANTIES

(A) C-VAT WARRANTS AND REPRESENTS TO YOU, THAT C-VAT, OR MEMBERS OF ITS GROUP EITHER OWN OR HAVE OBTAINED THE RIGHT TO USE, ALL INTELLECTUAL PROPERTY IN ALL DATABASES, DESIGNS, TEXT, GRAPHICS, THE SELECTION AND ARRANGEMENT THEREOF USED BY C-VAT IN THE COURSE OF PROVIDING OUR PRODUCTS OR SERVICES TO YOU (COLLECTIVELY "C-VAT MATERIALS"), OTHER THAN THOSE LICENSED TO C-VAT BY YOU. (B) C-VAT WILL DEFEND AND INDEMNIFY YOU FROM AND AGAINST ANY CLAIM THAT ANY C-VAT MATERIAL INFRINGES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT: (I) YOU WILL NOTIFY C-VAT IN WRITING (INCLUDING E-MAIL OR FAX) IMMEDIATELY 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) YOU WILL CO-OPERATE WITH C-VAT'S REASONABLE REQUESTS FOR THE PROVISION OF INFORMATION OR OTHER ASSISTANCE RELEVANT TO THE CLAIM; AND (III) AT OUR ELECTION, YOU WILL ALLOW C-VAT TO EITHER OBTAIN FOR YOU THE RIGHT TO CONTINUE USING THE C-VAT MATERIALS, REPLACE IT, MODIFY IT SO IT BECOMES NON-INFRINGEMENT, OR REFUND TO YOU THE AMOUNT(S) PAID TO C-VAT FOR SUCH MATERIALS; AND (IV) YOU WILL AT OUR REQUEST, ALLOW C-VAT TO CONDUCT SUCH DEFENCE OR SETTLEMENT; AND (V) YOU WILL NOT SETTLE OR MAKE ANY OFFER TO SETTLE THE CASE NOR MAKE ANY ADMISSION OF GUILT OR FAULT WITHOUT FIRST OBTAINING OUR PRIOR WRITTEN APPROVAL.

(C) YOU WARRANT THAT YOU WILL NOT, BY YOURSELF OR WITH ANY THIRD PARTY, DO OR OMIT TO DO ANY ACT THAT MIGHT IN ANY WAY: (I) DEVALUE OR OTHERWISE DETRIMENTALLY AFFECT THE INTELLECTUAL PROPERTY RIGHTS IN C-VAT MATERIALS; (II) ADVERSELY AFFECT THE REPUTATION OF ANY C-VAT COMPANY; (III) CAUSE CONFUSION, DECEPTION OR FALSE ASSOCIATIONS WITH PRODUCTS OR SERVICES THAT ARE NOT C-VAT MATERIALS (INCLUDING RECRUITMENT OR OTHER SERVICES) WHETHER BY PREPARING REPORTS THAT ARE IDENTICAL WITH, OR CONFUSINGLY SIMILAR TO, ANY REPORTS PREPARED BY C-VAT, OR OTHERWISE.

INJUNCTIVE RELIEF

YOU AGREE THAT IN THE EVENT YOU VIOLATE ANY OF THE PROVISIONS OF THIS CLAUSE, C-VAT SHALL BE ENTITLED TO SEEK IMMEDIATE INJUNCTIVE RELIEF AGAINST YOU.

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INJUNCTIVE RELIEF

(A) IF YOU ARE AN ORGANISATION WHO IS PURCHASING OUR PRODUCTS AND/OR SERVICES TO MANAGE YOUR OWN INTERNAL HUMAN RESOURCES, THEN OUR PRODUCTS AND/OR SERVICES ARE PROVIDED FOR YOUR SOLE BENEFIT. UPON YOUR PURCHASE OF OUR PRODUCTS AND/OR SERVICES, WE GRANT YOU A NON-TRANSFERABLE, NON-EXCLUSIVE LICENCE FOR THE DURATION OF THIS CONTRACT TO USE OUR PRODUCTS AND/OR SERVICES ONLY IN THE COUNTRY WHERE YOUR BUSINESS IS REGISTERED AND SUBJECT ALWAYS TO THESE TERMS. IF YOU ARE AN ORGANISATION WHO IS PURCHASING OUR PRODUCTS AND/OR SERVICES TO ENABLE YOUR CLIENTS TO MANAGE THEIR INTERNAL HUMAN RESOURCES, THEN YOU WILL BE DEEMED TO BE A RESELLER AND THE PROVISIONS OF RESELLER SHALL APPLY TO YOU.

(B) IN ANY EVENT, YOU AGREE THAT YOU WILL ADMINISTER OUR PRODUCTS AND THE MATERIALS RELATING TO OUR SERVICES, IN COMPLIANCE WITH ALL RELEVANT LAWS, PROCEDURES OR GUIDELINES AND THAT YOU WILL NOT COPY, REPRODUCE, MODIFY OR ADAPT, TRANSLATE, DISASSEMBLE OR REVERSE ENGINEER ANY OF OUR PRODUCTS OR THE MATERIALS RELATING TO OUR SERVICES UNLESS WE AGREE IN WRITING OTHERWISE.

USE IN THIS CLAUSE, THE FOLLOWING TERMS ARE USED:

“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 (RECORDED INFORMATION) 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); AND **“SENSITIVE PERSONAL DATA”** MEANS PERSONAL DATA RELATING TO THE RACIAL OR ETHNIC ORIGIN OF THE DATA SUBJECT, POLITICAL OPINIONS, RELIGIOUS (OR SIMILAR) BELIEFS, TRADE UNION MEMBERSHIP, PHYSICAL OR MENTAL HEALTH OR CONDITION, SEXUAL LIFE, THE COMMISSION OR ALLEGED COMMISSION OF ANY OFFENCE, OR ANY PROCEEDINGS FOR ANY OFFENCE COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED BY HIM.

BOTH PARTIES SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN RELATION TO THE COLLECTION, PROCESSING AND STORAGE OF PERSONAL DATA RELATING TO ASSESSED INDIVIDUALS (**“CANDIDATES”**).

IN CIRCUMSTANCES WHERE YOU PROVIDE US WITH PERSONAL DATA TO IDENTIFY AND CONTACT EACH CANDIDATE (**“CANDIDATE DATA”**), WE WILL THEN COLLECT PERSONAL DATA FROM EACH CANDIDATE AS PART OF OUR ASSESSMENT (**“ASSESSMENT DATA”**) BEFORE RECORDING THE RESULTS OF

OUR ASSESSMENT ON EACH CANDIDATE (“RESULTS DATA”).

WHERE WE ACT AS DATA PROCESSOR

FOR THE AVOIDANCE OF DOUBT, YOU ARE THE DATA CONTROLLER OF ALL CANDIDATE DATA AND THE RESULTS DATA THAT WE PROVIDE TO YOU. WE WILL ACT AS DATA PROCESSOR ON YOUR BEHALF IN RESPECT OF THE CANDIDATE DATA, THE ASSESSMENT DATA AND IN PROVIDING YOU WITH THE RESULTS DATA.

INSOFAR AS WE ACT AS YOUR DATA PROCESSOR, WE: (A) WILL PROCESS PERSONAL DATA IN ACCORDANCE WITH YOUR REASONABLE INSTRUCTIONS OR OTHERWISE AS MAY BE REQUIRED TO PROVIDE YOU WITH THE PRODUCT(S) OR SERVICES YOU HAVE REQUESTED FROM US; AND (B) SHALL ENSURE THAT WE HAVE TECHNICAL AND ORGANISATIONAL MEASURES IN PLACE AGAINST UNAUTHORISED OR UNLAWFUL PROCESSING OF PERSONAL DATA AND AGAINST ACCIDENTAL LOSS OR DESTRUCTION OF, OR DAMAGE TO, PERSONAL DATA HELD OR PROCESSED BY US, APPROPRIATE TO THE HARM THAT MIGHT RESULT FROM SUCH UNAUTHORISED OR UNLAWFUL PROCESSING OR LOSS, DESTRUCTION OR DAMAGE TO PERSONAL DATA AND THE NATURE OF THE DATA.

YOU ACKNOWLEDGE THAT WE WILL UNDERTAKE OUR SERVICES IN VARIOUS COUNTRIES. WE WILL TRY TO OUR BEST TO TAKE APPROPRIATE STEPS TO ENSURE THE SAME LEVEL OF PROTECTION FOR YOUR INFORMATION IN YOUR COUNTRY. HOWEVER, OTHER ASPECTS OF WARRANTIES AND LIMITED LIABILITY APPLIES.

WE AGREE TO CO-OPERATE WITH YOU IF YOU ASK US TO PROVIDE YOU WITH DETAILS OF THE PERSONAL INFORMATION WHICH WE PROCESS FOR YOU AS A DATA PROCESSOR AS DESCRIBED ABOVE, SUBJECT TO YOUR PAYMENT OF OUR REASONABLE CHARGES FOR SUCH ASSISTANCE.

WHERE WE ACT AS A DATA CONTROLLER

IN ADDITION TO OUR ROLE AS DATA PROCESSOR, WE WILL, WHERE EXPRESSLY PERMITTED BY THE CANDIDATE, COLLECT PERSONAL DATA AND SENSITIVE PERSONAL DATA AND RETAIN COPIES OF ALL CANDIDATE DATA, ASSESSMENT DATA AND RESULTS DATA FOR RESEARCH AND OTHER PURPOSES. WE ARE A DATA CONTROLLER IN RESPECT OF SUCH INFORMATION WHICH IS COLLECTED AND RETAINED BY US.

FOR THE AVOIDANCE OF DOUBT BOTH PARTIES ACKNOWLEDGE THAT ALL PERSONAL DATA RECEIVED BY US FROM YOU IS (AND SHALL REMAIN) YOUR PROPERTY, SAVE FOR THE COPIES RETAINED BY US AS A DATA CONTROLLER AS SET OUT ABOVE OR UNLESS

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OTHERWISE AGREED IN WRITING.

NONDISCLOSURE

THE CONTRACT, ITS CONTENT, THE MATTERS TO WHICH IT RELATES AND INFORMATION EXCHANGED, WHETHER IN TANGIBLE OR INTANGIBLE FORM, AND WHETHER DISCLOSED ORALLY OR IN WRITING, PURSUANT TO IT ARE CONFIDENTIAL BETWEEN THE PARTIES. 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.

FORCE MAJEURE

NEITHER PARTY SHALL HAVE 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.

PUBLICITY

WE WILL RESPECT OUR OBLIGATION TO KEEP YOUR INFORMATION CONFIDENTIAL. HOWEVER, YOU AGREE THAT WE MAY UNDERTAKE CERTAIN MARKETING ACTIVITIES AS FOLLOWS: (A) WE MAY USE YOUR COMPANY NAME AND LOGO IN OUR CUSTOMER LISTS (WHETHER ONLINE OR OFFLINE) AND OTHER MARKETING MATERIALS; (B) WE MAY REFER TO YOU IN A PRESS RELEASE WHICH ANNOUNCES YOUR DECISION TO USE OUR PRODUCTS AND/OR SERVICES; AND (C) IF WE REQUEST, YOU WILL PARTICIPATE IN THE JOINT DEVELOPMENT OF A CASE STUDY DESCRIBING YOUR USE OF OUR PRODUCTS AND SERVICES, AND/OR OTHER JOINT PRESS AND MARKETING ACTIVITIES WITH US PROVIDED AT ALL TIMES THAT WE WILL NOT STATE WITHOUT YOUR PERMISSION THAT YOU APPROVE, RECOMMEND OR CERTIFY OUR PRODUCTS AND/OR SERVICES AND WE SHALL STOP ANY OR ALL OF THE ABOVE ACTIVITIES IF YOU REQUEST US TO DO SO.

ASSIGNMENT

NEITHER PARTY SHALL ASSIGN OR OTHERWISE TRANSFER ITS RIGHTS OR RESPONSIBILITIES UNDER THE CONTRACT TO ANY THIRD PARTY WITHOUT THE OTHER PARTY'S PRIOR WRITTEN CONSENT. WE MAY, HOWEVER, SUB-CONTRACT OUR DUTIES TO OUR GROUP COMPANIES, APPROVED DISTRIBUTORS, PARTNERS, ASSOCIATES OR OTHER QUALIFIED SUBCONTRACTORS BUT WE WILL REMAIN AT ALL TIMES RESPONSIBLE TO YOU FOR THEIR PERFORMANCE. A THIRD PARTY SHALL NOT HAVE THE RIGHT TO ENFORCE ANY TERM OF THE CONTRACT WITHOUT OUR PRIOR WRITTEN AGREEMENT WHICH AGREEMENT MUST REFER TO THIS CLAUSE.

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LAW/JURISDICTION

THE CONTRACT AND ANY DISPUTE ARISING OUT OF IT (WHETHER CONTRACTUAL OR NON-CONTRACTUAL) SHALL BE GOVERNED BY ENGLISH LAW AND THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

ADDITIONAL TERMS APPLICABLE TO SALES OF C-VAT ONLINE PRODUCTS AND SERVICES

SERVICE

WE MAY PROVIDE YOU WITH AN ONLINE SYSTEM FOR MANAGING, ADMINISTERING AND REPORTING AGAINST ONLINE ASSESSMENTS OF INDIVIDUALS . THIS SERVICE MAY INCLUDE ESTABLISHING LINKS WITH YOUR WEBSITE, CONFIGURING OUR ONLINE SYSTEM FOR YOUR PURPOSES AND DELIVERING OUR ONLINE TESTS AND REPORTS TO YOU THROUGH OUR ONLINE SYSTEM. YOU MAY PURCHASE ONLINE CREDIT UNITS TO USE IN CONJUNCTION WITH OUR ONLINE SYSTEM SUBJECT TO THE AUTOMATIC EXPIRY PROCESS SET OUT BELOW. THE APPROPRIATE NUMBER OF ONLINE CREDIT UNITS WILL BE DEDUCTED FROM YOUR ACCOUNT WHENEVER AN C-VAT ONLINE TEST IS STARTED OR AN C-VAT REPORT IS RUN, WITH YOUR PERMISSION. WITH EFFECT FROM 1 MAY 2011, ALL ONLINE CREDIT UNITS PURCHASED AFTER THIS DATE WHICH REMAIN UNUSED AFTER A PERIOD OF ONE (1) YEAR FROM THEIR DATE OF PURCHASE, SHALL AUTOMATICALLY EXPIRE AND BE DELETED FROM YOUR SYSTEM. NO REFUND SHALL BE PAYABLE FOR EXPIRED UNITS. ONLINE CREDIT UNITS PURCHASED BEFORE 1 JANUARY 2011 ARE EXEMPT FROM EXPIRY AND DELETION FROM YOUR SYSTEM. ALL ONLINE CREDIT UNITS, WHENEVER PURCHASED, WILL BE USED IN STRICT CHRONOLOGICAL ORDER FROM THEIR DATE OF PURCHASE (THAT IS, THE OLDEST UNITS WILL BE DEDUCTED FIRST FROM YOUR ACCOUNT UPON YOUR USE).

ACCESS/SECURITY

YOU SHALL NOMINATE EMPLOYEES WHO WILL HAVE ACCESS TO OUR ONLINE SYSTEM AND ARE RESPONSIBLE FOR THEIR USE OR MISUSE OF OUR ONLINE SYSTEM. YOU SHALL INSTRUCT YOUR EMPLOYEES TO KEEP CONFIDENTIAL ANY USER NAME AND PASSWORD ASSIGNED TO THEM. YOU MUST NOTIFY US OF ANY ACTUAL OR ANTICIPATED UNAUTHORISED ACCESS TO OR USE OF OUR ONLINE SYSTEM AS SOON AS YOU BECOME AWARE OF THIS.

LOGO

WHERE YOU REQUIRE US TO PROVIDE YOU WITH A WEBSITE BRANDED WITH YOUR LOGO, YOU AGREE THAT WE MAY USE YOUR LOGO FOR THIS PURPOSE FOR THE DURATION OF THE CONTRACT.

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UPGRADES AND MAINTENANCE

WE MAY FROM TIME TO TIME CONDUCT SYSTEM UPGRADES AND MAINTENANCE TO OUR ONLINE SYSTEM. UPGRADES MAY BE PROVIDED AT NO COST TO YOU. HOWEVER, IF ANY UPGRADE COSTS ARE PAYABLE, WE WILL OBTAIN YOUR PRIOR CONSENT. WE WILL PROVIDE YOU WITH REASONABLE NOTICE OF THE IMPLEMENTATION OF THESE UPGRADES UNLESS IMMEDIATE ACTION IS REQUIRED, FOR EXAMPLE, IN THE EVENT OF A SECURITY BREACH. WE WILL ALSO CONDUCT ROUTINE MAINTENANCE ON OUR ONLINE SYSTEMS, AND THE SYSTEMS MAY BE INACCESSIBLE DURING SUCH MAINTENANCE. WE WILL TRY TO PROVIDE PRIOR NOTICE OF SUCH MAINTENANCE, AND WILL RESTORE ACCESS AS SOON AS PRACTICABLE.

CANCELLATION

WE PROVIDE OUR ONLINE SYSTEM TO YOU FOR A FIXED MINIMUM TERM OF 12 MONTHS FROM THE DATE OF THE CONTRACT, OR THE SYSTEM GO-LIVE DATE, WHICHEVER IS LATER. IF YOU WISH TO TERMINATE THE CONTRACT (OTHER THAN FOR OUR DEFAULT), YOU CAN ONLY DO SO AFTER THIS PERIOD.

LIABILITY

YOU ACKNOWLEDGE THAT PERFORMANCE AND ACCESS TO OUR ONLINE SYSTEM ARE DEPENDENT ON THIRD PARTIES, SUCH AS INTERNET SERVICE PROVIDERS, AND THE LEVEL OF USE OF OUR ONLINE SYSTEM BY YOURSELF AND OTHER CLIENTS OF C-VAT. ACCORDINGLY, YOU AGREE THAT C-VAT SHALL HAVE NO LIABILITY TO YOU TO THE EXTENT ANY LOSS YOU MAY SUFFER RESULTS DIRECTLY OR INDIRECTLY FROM: (A) FAILURES OF PERFORMANCE ON THE PART OF C-VAT'S INTERNET SERVICE PROVIDER; OR (B) EXCESS LEVELS OF USE OF OUR ONLINE SYSTEM BY OUR OTHER CLIENTS OR BY YOURSELF; OR (C) REASONS RELATED TO THE PROVISION OF SYSTEM UPGRADES OR MAINTENANCE; OR (D) ANY SECURITY BREACH OF OUR SYSTEM UNLESS SUCH BREACH IS SHOWN TO BE THE RESULT OF OUR NEGLIGENCE; (E) EQUIPMENT OR TELECOMMUNICATION FAILURES OF THE CANDIDATE(S), YOU OR THIRD PARTIES; OR (F) ANY OTHER REASONS PROVIDED THAT OUR ONLINE SYSTEM WAS NOT ENTIRELY INACCESSIBLE IN ANY ONE COUNTRY DUE EXCLUSIVELY TO C-VAT'S SOFTWARE OR HARDWARE FOR ANY PERIOD EXCEEDING TEN (10) CONSECUTIVE HOURS OR AN AGGREGATE OF MORE THAN TWENTY-FOUR (24) HOURS IN ANY CALENDAR MONTH.

DELIVERY

WE SHALL NOT BE LIABLE FOR ANY NON-DELIVERY OF PRODUCTS UNLESS YOU GIVE US WRITTEN NOTICE OF THE NON-DELIVERY WITHIN 7 DAYS OF THE DATE WHEN OUR PRODUCTS WOULD IN THE ORDINARY COURSE OF EVENTS HAVE BEEN RECEIVED. OUR TOTAL LIABILITY TO YOU IN SUCH CIRCUMSTANCES SHALL BE LIMITED TO REPLACING OUR PRODUCTS WITHIN A REASONABLE TIME OR ISSUING A CREDIT NOTE AT THE PRO

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RATA CONTRACT RATE AGAINST ANY INVOICE RAISED FOR SUCH PRODUCTS.

EXCHANGE

IF YOU WOULD LIKE TO EXCHANGE A PRODUCT WHICH IS IN GOOD ORDER WITH ANOTHER, YOU MUST LET US KNOW YOUR REQUEST WITHIN 30 DAYS OF YOUR RECEIPT OF THE PRODUCT. IF WE DECIDE TO ACCEPT YOUR REQUEST, WE MAY CHARGE A REASONABLE ADMINISTRATION FEE TO COVER OUR EXPENSES.

ADMINISTRATION

YOU WILL ENSURE THAT ALL PARTIES WHO ADMINISTER OUR PRODUCTS AND PROVIDE AN INTERPRETATION OF THE RESULTS FOLLOWING THE USE OF OUR PRODUCTS MUST HAVE A C-VAT CERTIFICATION, UNLESS WE HAVE AGREED OTHERWISE.

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