

Terms & Conditions



GENERAL

Ramsay Corporation ("Seller") will be providing certain products, services and Proprietary Material (as such term is defined herein) to Customer under one or more purchase orders, master services agreements, letter agreements or other documents (the "Purchase Order"). These Terms and Conditions ("Terms") set forth herein are Seller's offer to sell the work and services to be performed by Seller described on the face of the Purchase Order for the customer identified on the Purchase Order (the "Customer"). Any terms proposed by Customer which conflict with these Terms are rejected by Seller. Acceptance of Seller's services by Customer constitutes Customer's agreement with these Terms.

PAYMENT TERMS

Seller's payment terms are NET 30, without early payment or other discount.

LIMITED WARRANTY AND LIMITATION ON LIABILITY

- A. Seller only warrants that the products and services will be designed and performed in accordance with standard industry practices and that any deliverables will not infringe the intellectual property rights of third parties. Seller makes no warranties expressed or implied, written or oral, including, without limitation, any warranties relating to: (i) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, or (ii) that the deliverables as used by Customer will comply with any applicable law. Seller shall have no liability to Customer for claims made against Customer arising out of the use or interpretation of the product or services provided by Seller hereunder.
- B. THE SELLER'S MAXIMUM LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT TO BE PAID TO SELLER BY CUSTOMER, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT, (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

OWNERSHIP OF MATERIALS/INTELLECTUAL PROPERTY RIGHTS

- A. All intellectual property and proprietary materials, including tests, test questions, scoring, or other related materials developed or provided by Seller are owned solely by Seller. If Seller is developing or providing certain products, such as tests, interviews, surveys, hands-on performance assignments and other related materials to Customer, such products, the content contained therein, software and the other materials delivered or provided in connection therewith are collectively Proprietary Material, and are the sole and exclusive property of the Seller. Upon payment of the agreed upon fees, Seller grants to Customer the nonexclusive right to use the Proprietary Material for Customer's own internal business purposes. All intellectual property rights, including but not limited to, copyrights, associated with Seller's Proprietary Material shall remain or vest in Seller. Under no circumstances shall Customer sell, license, publish, display, distribute, or otherwise transfer to a third party the Seller's Proprietary Material or any copy

thereof, in whole or in part, without Seller's prior written consent. No research or analyses can be done by a third party using Seller's Proprietary material without Seller's prior written consent.

- B. Customer shall not have access to Seller's Proprietary Material, including the underlying data and source code. Seller shall have no duty to provide Seller's Proprietary Material, except as otherwise agreed to by the Parties, in writing.
- C. Customer may access scores and reports generated from its use of any Seller software, training, or other materials delivered hereunder ("Results"), provided that such access may require an additional fee payable to Seller. Customer is responsible for assigning a unique identifier to each person to protect the anonymity, integrity and value of the Results. Seller has no proprietary interest in the Results, except for the right to use the Results for statistical norming, and research and development purposes. When used for these purposes, the Results will not be personally identifiable as belonging to Customer or to its employees (or employee candidates) due to the Customer's use of unique identifiers. Other than as stated above, the Customer acquires no ownership interests in any intellectual property owned by the Seller created independently from Seller's provision of services. For the avoidance of doubt, the format of, and methodologies involved in the Results shall remain solely the Seller's intellectual property.
- D. If a Purchase Order grants the Customer a license to any of Seller's Proprietary Material, upon payment by Customer of the fees contemplated under the Purchase Order, such license shall be a fully paid, non-exclusive, non-transferable and non-sub-licensable right to use such the Proprietary Materials identified on the Purchase Order for their intended purpose, solely within Customer's internal organization.

PERSONALLY IDENTIFIABLE INFORMATION

- A. The Seller does not request or collect any Social Security numbers, credit card numbers, home addresses, telephone numbers, driver's license numbers or bank account information ("Personally Identifiable Information") of employees or employee candidates in connection with the Seller's services. Any questions, reports, or other materials or information developed or provided to the Customer are designed without using or disclosing Personally Identifiable Information, unless otherwise at the request of the Customer. If Personally Identifiable Information is observed or disclosed to the Seller in the performance of any services, the Seller will not store such information and make commercially reasonable efforts to materially comply with any policies of the Customer regarding its return or destruction.
- B. This policy does not prohibit the Seller from releasing Personal Information when it is believed such release is legally authorized and/or required. Only authorized directors, officers, employees, consultants or agents will be permitted to access non-Personally Identifiable Information and only as necessary and appropriate to perform the services.