

Terms and Conditions for Consulting Services:

- A. The Buyer shall retain its intellectual property rights in all proprietary materials that the Buyer supplies to the Supplier. If the Buyer provides the Supplier with Buyer Data, the Buyer grants to the Supplier a non-exclusive, royalty-free, paid-up licence to use the Buyer Data for the purpose of fulfilling its obligations under the Call-Off Contract.
- B. Excluding any Buyer Data, the Supplier shall retain sole and exclusive ownership of the deliverables (the “Deliverable(s)”) created as part of the consulting services (the “Services”) and the Supplier tools, methodologies, questionnaires, responses, proprietary research and data, software, software documentation and other materials generated, provided or made available by the Supplier in the course of performing the Services in each case, whether in hard copy, electronically or otherwise, (the “Supplier Materials”), together with all intellectual property rights in the Supplier Materials.
- C. Nothing shall preclude the Supplier from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. The Supplier shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Supplier shall not use or disclose any of the Buyer’s Confidential Information.
- D. Subject to the payment in full of the applicable Charges set out in the Call-Off Contract, the Supplier grants to the Buyer for internal purposes only a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is identified in the project specification included in the Call-Off Contract as intended for external distribution by Client such as a Request for Proposal or similar document, The Buyer shall not make the Deliverables available, in whole or in part, to any person outside the Buyer, or quote excerpts from the Deliverables to any such person. Notwithstanding the foregoing, the Buyer may disclose the Deliverables to (i) other government authorities, provided that such authorities are made aware of the obligations under this clause, (ii) its external auditors and/or accountants, (iii) third parties who have signed appropriate confidentiality agreements with the Buyer and who are engaged by the Buyer to review or implement suggestions or to further research the issues contained in the Deliverables, provided that the confidentiality agreement prohibits the relevant third party from using the Deliverables for any other purpose and (iv) governmental or regulatory bodies as required by law or regulation.
- E. For the purposes of any Call-Off Contract, the Yearly liability caps under clause 24.1 of the Call-Off Contract Terms and Conditions shall be limited to 125% of the Charges paid or payable under the relevant Call-Off Contract for that year. Each party’s liability for breach of the other party’s Intellectual Property Rights shall be unlimited.
- F. The Buyer warrants that the Supplier’s use of any materials furnished by the Buyer in connection with the Call-Off Contract does not infringe any copyright, trademark, trade secret or other right of any third party. The Supplier warrants that the Deliverables, in the form provided to the Buyer, do not infringe any copyright, trademark, trade secret or other right of any third party.
- G. Except as prohibited by applicable law or otherwise set forth herein, all Services are provided on an “as is” basis and the Supplier disclaims all other warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The information in the Deliverables has been obtained from sources that the Supplier believes to be reliable. All Deliverables speak as of the date of delivery to the Buyer. The Supplier has no obligation to advise the Buyer of any change in the information or views contain in the Deliverables.
- A. The Supplier and the Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, the parties are Independent Data Controllers of Personal Data for the purposes of the Data Protection Legislation with respect of the Services provided to the Buyer.

Terms and Conditions for Benchmarking Services:

- A. The Buyer shall retain its intellectual property rights in all proprietary materials that the Buyer supplies to the Supplier. If the Buyer provides the Supplier with Buyer Data, the Buyer grants to the Supplier a non-exclusive, royalty-free, paid-up licence to use the Buyer Data for the purpose of fulfilling its obligations under the Call-Off Contract.
- B. Excluding any Buyer Data, the Supplier shall retain sole and exclusive ownership of the deliverables (the "Deliverable(s)") created as part of the benchmarking services (the "Services") and the Supplier tools, methodologies, questionnaires, responses, proprietary research and data, software, software documentation and other materials generated, provided or made available by the Supplier in the course of performing the Services in each case, whether in hard copy, electronically or otherwise, (the "Supplier Materials"), together with all intellectual property rights in the Supplier Materials.
- C. Nothing shall preclude the Supplier from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. The Supplier shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Supplier shall not use or disclose any of the Buyer's Confidential Information.
- D. The Buyer acknowledges that (i) the contents of the Deliverables are based upon information which is proprietary to the Supplier and contained in the Supplier's proprietary benchmark database, (ii) the contents of the Supplier's benchmark database and any copyright or database rights or other intellectual property rights to the Supplier's benchmark database belong to the Supplier solely, (iii) the Buyer's benchmarked data will become part of the Supplier's benchmark database, (iv) the Supplier will code any presentation of the Buyer's benchmarked data to preserve the Buyer's anonymity, and (v) the Supplier's database will be used by the Supplier in future consulting and benchmarking engagements. The Buyer grants to the Supplier a worldwide, non-exclusive, royalty-free, paid-up perpetual licence to use the Buyer's benchmark data for the purposes set out herein.
- E. Subject to the payment in full of the applicable Charges set out in the Call-Off Contract, the Supplier grants to the Buyer for internal purposes only a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is identified in the project specification included in the Call-Off Contract as intended for external distribution by Client such as a Request for Proposal or similar document, The Buyer shall not make the Deliverables available, in whole or in part, to any person outside the Buyer, or quote excerpts from the Deliverables to any such person. Notwithstanding the foregoing, the Buyer may disclose the Deliverables to (i) other government authorities, provided that such authorities are made aware of the obligations under this clause, (ii) its external auditors and/or accountants, (iii) third parties who have signed appropriate confidentiality agreements with the Buyer and who are engaged by the Buyer to review or implement suggestions or to further research the issues contained in the Deliverables, provided that the confidentiality agreement prohibits the relevant third party from using the Deliverables for any other purpose and (iv) governmental or regulatory bodies as required by law or regulation.
- F. For the purposes of any Call-Off Contract, the Yearly liability caps under clause 24.1 of the Call-Off Contract Terms and Conditions shall be limited to 125% of the Charges paid or payable under the relevant Call-Off Contract for that year. Each party's liability for breach of the other party's Intellectual Property Rights shall be unlimited.
- G. The Buyer warrants that the Supplier's use of any materials furnished by the Buyer in connection with the Call-Off Contract does not infringe any copyright, trademark, trade secret or other right of any third party. The Supplier warrants that the Deliverables, in the form provided to the Buyer, do not infringe any copyright, trademark, trade secret or other right of any third party.
- H. Except as prohibited by applicable law or otherwise set forth herein, all Services are provided on an "as is" basis and the Supplier disclaims all other warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. The information in the Deliverables has been obtained from sources that the Supplier believes to be reliable. All Deliverables speak as of the date of delivery to the Buyer. The Supplier has no obligation to advise the Buyer of any change in the information or views contained in the Deliverables.

- B. The Supplier and the Buyer will each comply with the Data Protection Legislation. For the avoidance of doubt, the parties are Independent Data Controllers of Personal Data for the purposes of the Data Protection Legislation with respect of the Services provided to the Buyer.
- C. A critical driver of the Benchmarking Services is the achievement of certain milestones, whereby the parties sign off the dataset to be used for the benchmark analysis. Any delay in achieving those milestones will impact the overall schedule and Service cost and may prompt an amendment to the Call-Off Contract. If the Buyer and their service provider fail to agree the milestone indicated in the Service Definition within the time frame agreed during the Project Initiation (as defined in the Service Definition), the Supplier reserves the right to amend the Call-Off Contract to adjust the completion date and the Charge as set out in the Service Definition for the purchased Benchmarking Services.