

CEB TERMS & CONDITIONS

These general Terms govern the license and use of CEB Programs, Products and Services. Additional or alternative provisions may apply to certain types of Programs, Products and Services and are included (i) in the tabs to the right or (i) in the applicable Letter of Agreement (defined below) a Company executes to complete its purchase.

These Terms, together with an applicable Letter of Agreement, constitute the valid, complete, and binding contract between CEB, or its applicable Affiliate, and Company. In these Terms, "CEB" means the applicable CEB Affiliate when a CEB Affiliate enters into a Letter of Agreement.

Definitions

Unless otherwise defined in these Terms, capitalized terms have the following meanings:

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" means the power, directly or indirectly, to direct or affirmatively cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Benchmarking Data" means aggregated data received, collected, analyzed, and maintained by CEB and its Affiliates to improve its Programs, Products and Services. Benchmarking Data may be derived from public information, assessment responses, survey data and best practices information that CEB and/or its Affiliates receive from their customers/clients. Benchmarking Data is always presented in an aggregated and anonymized form that does not identify a particular individual or company.

"CEB" means CEB Inc., a Delaware corporation, with a principal place of business at 1919 North Lynn Street, Arlington, Virginia 22209, or an Affiliate of CEB Inc. designated in the applicable Letter of Agreement.

"CEB Intellectual Property Rights" means all Intellectual Property Rights (i) in and to the CEB Property or (ii) otherwise owned by or licensed to CEB or its Affiliates by their respective licensors.

"CEB Property" means all of the following without limitation created or owned by CEB or its Affiliates, or its licensors, whether pre-existing or independently created during the Subscription Period: all Materials, websites, software, tools, URLs and links, universal competency frameworks, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works created by CEB or its Affiliates.

"Company" is an entity that purchases a Program, Product or Service from CEB or its Affiliates. In the event the license is extended to such Company's Affiliates pursuant to the Letter of Agreement, the term "Company" shall include such Affiliates and the provisions of the Letter of Agreement including these Terms shall also apply to Company's Affiliates.

"Company Property" means any data, information, or other material provided by or on behalf of Company to CEB or its Affiliates; provided, however, Company Property shall not include any CEB Property or CEB Intellectual Property Rights.

"Confidential Information" means all information, in whatever form, furnished by one party or its Affiliates (the "Disclosing Party") to the other party (the "Receiving Party") orally or in writing and identified as confidential or proprietary at the time of disclosure, or that by its nature should reasonably be assumed to be confidential or proprietary, including, but not limited to: business information; financial information; marketing techniques and materials; business plans and strategies; business operation and systems; pricing policies; information concerning employees, customers, and/or vendors; discoveries; improvements; research; development; know-how; designs; products and services; opportunities; methods and procedures; and equipment, physical materials and manufacturing processes. CEB Property and CEB Intellectual Property Rights are expressly considered Confidential Information.

“Company Research Information” means Company Property that Company, in its sole discretion, voluntarily provides to CEB and/or its Affiliates for the purpose of CEB’s general use of such information in CEB Programs, Products, Services and/or Materials intended for use and consumption by CEB member companies and clients.

“Fees” shall mean the fees payable to CEB for the Programs, Products and/ or Services purchased pursuant to the applicable Letter of Agreement.

"Intellectual Property Rights" means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including performance and synchronization rights), unregistered design, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions of the same.

"Letter of Agreement" means a written agreement, statement of work or order form between Company and CEB or a CEB Affiliate describing the Program, Product or Services.

“Materials” means any and all documents, information, virtual learning content, research, training manuals, templates, technical reports, report formats, research data, selection, assessment and survey content (including survey or test content and scoring protocols), websites, and/or any other materials provided by CEB or its Affiliates as part of a Program, Product or Service. CEB and its Affiliates reserve the right to update, replace, delete or modify Materials from time to time in their discretion.

"Personal Data" means any data or information provided by Company to CEB that relates to a living individual who can be identified from that data.

"Product" means the CEB or CEB Affiliate products included in a Letter of Agreement.

“Program” means the combination of Products and Services provided as a predefined offering under a Letter of Agreement.

“Services” means the services described in the applicable Letter of Agreement provided by CEB or one of its Affiliates.

“Subscription Period” means the period of time that commences on the start date and ends on the end date as set forth in a Letter of Agreement for the access to or use of particular Programs, Products and/ or Services.

1. Purchase and Fees

1.1 Letter of Agreement. Each Letter of Agreement shall be subject to these Terms unless otherwise agreed in writing and will contain: (i) the Programs, Products and/or Services purchased by Company from CEB or its Affiliate, (ii) the applicable license, (iii) the Fees and payment schedule, (iv) the Subscription Period, and (vi) any additional applicable provisions.

1.2 Fees. Company shall pay all Fees as specified in the Letter of Agreement. Unless otherwise stated in the Letter of Agreement, (i) Fees are quoted and payable in United States dollars, (ii) Fees are based on Programs, Products and/or Services purchased and not actual usage, and (iii) with the exception of termination for Cause by Company, or as may otherwise be stated in the Letter of Agreement, all Programs, Products and Services are non-cancellable and all Fees are non-refundable.

1.3 Invoicing. Unless otherwise stated in the Letter of Agreement, CEB will deliver an invoice to Company for the full amount of the Fees and such invoice shall be due and payable by Company within thirty (30) days of receipt. If any portion of an invoice is disputed, Company will pay the undisputed amounts, and the parties will reconcile the disputed amount in good faith as soon as possible. Late payments will bear interest at a rate of 1.5% per month, or, if lower, the maximum rate allowed by law.

1.4 Taxes. All fees are exclusive of taxes, levies, and duties imposed by any governmental or taxing authorities. Company shall pay all sales, use, duties, and other taxes including, without limitation, Value Added Taxes (VAT) or Goods and Services Taxes (GST) that are lawfully imposed (and for which no exemption is available) and if CEB pays any such taxes on behalf of Company, then Company shall reimburse CEB for such payments. CEB shall pay all taxes that are based on, or measured by, CEB’s

(i) gross or net income or gross or net receipts (including any capital gains taxes or minimum taxes) or (ii) capital, doing business, excess profits, net worth, or franchise taxes. If Company is required to withhold and pay any withholding tax on any amount payable to CEB under the Letter of Agreement, then Company will deliver to CEB the original tax receipt or other proof of payment. Upon request, each party shall provide reasonable support and shall execute and deliver any documents that the other party deems necessary or desirable in connection with any exemption or reduction of, or the contestation of or the defense against, any taxes.

2. Ownership and Intellectual Property

2.1 Company Property. Company shall retain exclusive ownership of all rights, title and interest in and to all Company Property provided to CEB.

2.2 CEB Property. Company acknowledges and agrees that CEB and its Affiliates or its licensors, as the case may be, shall retain exclusive ownership of all rights, title and interest in and to all CEB Property and CEB Intellectual Property Rights. Company acknowledges that its use of the CEB Property and CEB Intellectual Property Rights will not vest in Company any right, title or interest in or to the CEB Property or CEB Intellectual Property Rights other than the limited license rights granted under these Terms or a Letter of Agreement and all Intellectual Property Rights arising from such uses will be owned by CEB and its Affiliates or their respective licensors. The Company warrants and represents that: it will not at any time (i) challenge (a) CEB's and/or its Affiliates' rights, title and interests in and to the CEB Property or the CEB Intellectual Property Rights or (b) the validity of any CEB Intellectual Property Rights or (ii) take any action or engage in any inaction which would impair or tend to impair the CEB Intellectual Property Rights.

2.3 License and Additional Terms.

2.3.1 License. The license applicable to particular Programs, Products, Services and/or Materials shall be set forth in a Letter of Agreement. If a license provision is not included in the Letter of Agreement, the following default provision shall apply:

During the Subscription Period, CEB grants Company (or the specific number of users) a non-exclusive, royalty-free, worldwide, revocable (for non-payment of Fees or breach), non-transferable and non-assignable license to use, reproduce and distribute the Programs, Products, Services and/ or Materials solely for Company's internal business purposes.

Neither Company nor any individual user may sublicense, sell, transfer, assign to, display or otherwise make available the Programs, Products, Services and/ or Materials to any third party (including (i) a Company service provider, independent contractor, consultant or subcontractor, or any (ii) other Company divisions or Company Affiliates to which the license has not been extended under the Letter of Agreement) without CEB's written permission, and any attempted sublicense, sale, transfer or assignment shall be void.

2.3.2 Customized Deliverables. CEB or its Affiliates may create and/or provide deliverables to Company that are for Company's sole use ("Customized Deliverables"). For the avoidance of doubt, to the extent that Customized Deliverables are comprised, in whole or in part, of CEB Property or CEB Intellectual Property Rights, CEB and its Affiliates, or its licensors, as the case may be, retain exclusive ownership of all rights, title and interest in and to all CEB Property and CEB Intellectual Property Rights.

Upon full and final payment of any Fees, Company will own Customized Deliverables (if included in the Program, Product or Service), subject to the following: (i) CEB shall retain exclusive ownership of all rights, title and interest in and to all CEB Property and CEB Intellectual Property Rights incorporated in the Customized Deliverables, and (ii) the Customized Deliverables shall be used for Company's internal business use only. CEB grants to Company a perpetual, non-exclusive, royalty-free, worldwide, non-transferable and non-assignable license to use the CEB Property and CEB Intellectual Property Rights incorporated into any Customized Deliverables to the extent necessary to allow the Company to enjoy the benefit of the Customized Deliverables.

2.3.3 Templates. Certain Programs, Products or Services include access to documents, tools, presentations or templates that are specifically designed to be downloaded and edited by Company for its particular internal business purposes (collectively, "Templates"). Templates are not considered Customized Deliverables.

CEB grants to Company a perpetual, non-exclusive, royalty-free, worldwide, non-transferable and non-assignable license to use Templates downloaded during the Subscription Period for Company's internal business purposes.

2.4 Company Responsibilities

2.4.1 User Compliance. Company is responsible for: (i) protecting against any unauthorized access to or use of, and (ii) compliance of those individuals allowed to access or use, the Programs, Products, Services and/or Materials. Company shall notify CEB promptly of any unauthorized access to or use of the Programs, Products, Services and/or Materials.

2.4.2 License to Company Research Information. If Company voluntarily discloses Company Research Information to CEB, Company grants CEB and its Affiliates a permanent and irrevocable, perpetual, worldwide, freely assignable and transferable, royalty-free license to use Company Research Information. Such license includes, without limitation (unless otherwise agreed to by the parties at the time of disclosure), the right to display, perform, sublicense, distribute, prepare derivative works based upon, copy, and use such Company Research Information, including any portions, subsets and derivatives thereof. This license applies to the distribution of Company Research Information (to the extent incorporated into CEB's Programs, Products, Services and/or Materials) in any form, medium, or technology now known or later developed. CEB or its Affiliates will own any derivative works prepared or created by CEB or its Affiliates, as applicable.

2.4.3 Feedback. Company acknowledges and agrees that any suggestions, enhancement requests, recommendations, or other feedback (collectively, "Feedback") provided by Company or any of its users to CEB may be incorporated by CEB or its Affiliates into its Programs, Products, Services and/ or Materials, and shall be considered CEB Property. Company agrees to assign, and hereby assigns to CEB all right, title and interest throughout the world in and to all Feedback including the Intellectual Property Rights in the Feedback, and shall assist CEB, at no cost to Company, to obtain and maintain for CEB such Intellectual Property Rights. Company shall sign or, as applicable, cause its users and related persons to sign such

instruments as CEB deems reasonably necessary for CEB to obtain and maintain such Intellectual Property Rights.

2.4.4 Benchmarking. Notwithstanding anything in these Terms or any Letter of Agreement to the contrary, Company authorizes CEB and its Affiliates to use Company Property disclosed through CEB surveys, assessments or inputted by Company into any CEB software or other data collection tools for the purposes of creating Benchmarking Data and/or combining it with other Benchmarking Data ("Combined Benchmarking Data") on the following conditions: (i) CEB or its Affiliate aggregates and presents in anonymous form the Combined Benchmarking Data and (ii) any disclosure by CEB or its Affiliates of such Combined Benchmarking Data to third parties does not include (directly or by inference) any information identifying Company or any identifiable individual as the source of such data.

3. Data Protection

3.1 Compliance. Both parties shall at all times comply with all applicable laws and regulations in relation to the collection, processing, use, and storage of Personal Data.

3.2 Confidentiality of Survey Responses. Company and CEB agree that neither party will breach any promises of confidentiality made to any survey or assessment participant. Company shall not ask or induce others to ask CEB to provide any data, including survey or assessment responses, to Company or any third parties in violation of confidentiality notices presented to participants.

3.3 Data Transfer. Company agrees that CEB or its Affiliates may transfer Personal Data outside the European Economic Area ("EEA") to the facilities of CEB or CEB Affiliates in order to provide Company with the Programs, Products or Services. This may include processing Personal Data in countries in which data protection laws do not provide the same level of protection as those within the EEA. In such cases, CEB and its Affiliates will take appropriate steps to protect Personal Data in accordance with these Terms and all applicable data protection laws. CEB is a member of the US-EU and US-Swiss Safe Harbor programs and complies with all of the Safe Harbor principles regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. CEB has self-certified its compliance with the

Safe Harbor Framework set forth by the U.S. Department of Commerce. CEB Safe Harbor information can be found on the Safe Harbor site at this link:

<https://safeharbor.export.gov/companyinfo.aspx?id=26904>.

3.4 Data Processing. Company is the Data Controller of Personal Data. "Data Controller" means a person/entity who determines the purposes for which and the manner in which any Personal Data is, or is to be, processed (collected, used, amended, retained, destroyed, etc.). CEB or its Affiliates shall act as the Data Processor with respect to the Personal Data. "Data Processor" means a person/entity (other than an employee of the Data Controller) that processes Personal Data on behalf of the Data Controller. As the Data Processor, CEB shall: (i) process Personal Data in accordance with Company's reasonable instructions or otherwise as permitted under these Terms and (ii) implement appropriate administrative, technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. CEB or its Affiliates shall cooperate with any Company request for Personal Data provided by or through Company to CEB or its Affiliates, as applicable, provided that such request does not violate Section 3.2.

3.5 Third Parties. CEB or its Affiliates may disclose Personal Data to Third Parties (as defined below) in the following limited circumstances: (i) if CEB or its applicable Affiliate buys or sells any business assets, (ii) if CEB or any Affiliate contracts with Third Parties to perform or provide certain services on behalf of CEB or one of its Affiliates, or (iii) if CEB or any Affiliate is under a duty to disclose or share Personal Data to comply with any legal obligation. CEB or its applicable Affiliate shall contractually require any buyer of CEB's or its Affiliate's assets that include Personal Data or any Third Party performing services on CEB's or its Affiliate's behalf to provide the same level of protection for Personal Data required in these Terms and under any applicable data protection laws. For purposes of this section, "Third Party" means any person or entity other than Company, CEB or a CEB Affiliate, the Data Controller or the Data Processor or other person authorized to process data for the Data Controller.

3.6 Data Breach. CEB shall notify Company of any unauthorized access to or misuse of Personal Data (a "Data Breach") as soon as reasonably possible after discovery of the Data Breach. CEB shall not notify any Third Parties of the involvement of Company's

Personal Data in the Data Breach other than Company, without Company's prior permission. CEB shall immediately investigate and take appropriate remedial actions to mitigate the effects of the Data Breach. Such investigation and remediation activities shall be in accordance with applicable laws, regulations, industry standards, and industry best practices. Upon request, CEB shall provide Company with a summary report of its investigation and remediation activities.

3.7 Subcontracting. Where CEB subcontracts any of its obligations under these Terms or any Letter of Agreement, it will contractually require the subcontractor to comply with confidentiality obligations at least as restrictive as those contained hereunder, and all applicable data protection laws. Where required by applicable law, CEB will enter into standard contractual clauses with other CEB Affiliates or subcontractors for the transfer of Personal Data to processors located outside the EEA and/or enter into or put in place any other document and safeguard required by a relevant Data Protection Authority. For the purposes of performing its obligations under the Letter of Agreement and these Terms, CEB may use its Affiliates, and, in such event, such Affiliates shall not be considered subcontractors.

4. Indemnification

4.1 Company and CEB (each, the "Indemnifying Party") agree to indemnify and defend the other party, its officers, directors, and employees (each, an "Indemnified Party"), from and against any and all loss, damage, and expense, including reasonable legal fees and expenses ("Losses"), incurred by the Indemnified Party as a result of any third party claim, demand, action or proceeding ("Claim"), directly and proximately arising from or by reason of any actual or alleged infringement of any Intellectual Property Rights arising out of any CEB Property or Company Property supplied to the Indemnified Party by the Indemnifying Party. This indemnification obligation is provisional on the Indemnified Party: (i) providing the Indemnifying Party prompt written notice of any Claim, or upon reasonable suspicion of a Claim, (ii) cooperating with the Indemnifying Party's reasonable request for information or other assistance, (iii) granting control of the defense and settlement of the Claim to the Indemnifying Party, and (iv) not settling or making any offer to settle the Claim or make any admission of guilt or fault without first obtaining the Indemnifying Party's prior written approval.

4.2 To the extent that CEB or its Affiliate is the Indemnifying Party under Section 4.1, such provision shall not apply to (i) Company's misuse of CEB Property provided by CEB or its Affiliates, (ii) Company's use of CEB Property in combination with any product or information not provided by CEB or its Affiliates, or (iii) Company's utilization of CEB Property in a manner not contemplated by these Terms or any Letter of Agreement, in each case, whether or not with CEB's or its Affiliates' consent. The provisions of this section shall also apply to Company's Affiliates.

4.3 In the event that any CEB Property or Company Property, as applicable, become or are, in the Indemnifying Party's opinion, likely to become the subject of an infringement claim, or use of CEB Property or Company Property is enjoined, or in the Indemnifying Party's opinion, likely to be enjoined, then, at the Indemnifying party's election, the Indemnified Party will allow the Indemnifying Party to either obtain for the Indemnified Party the right to continue using the affected material, replace it, modify it so it becomes non-infringing, or, in the case of CEB as the Indemnifying Party (and at CEB's sole discretion), terminate the applicable Letter of Agreement by written notice to Company, require Company to cease use of CEB Property, and refund to Company the amount(s) paid to CEB under the applicable Letter of Agreement prorated for the amount of time left in the Subscription Period for which the applicable CEB Property is no longer available.

4.4 This Article shall constitute a party's sole and exclusive remedy at law in connection with any Claim brought against such party by a third party alleging actual or alleged infringement of any Intellectual Property Rights.

4.5 Company shall indemnify and defend CEB, and its Affiliates, and each of their respective directors, officers, and employees (each a "CEB Indemnified Party") from and against any Losses incurred by the CEB Indemnified Party as a result of any Claim (other than Claims for infringement of Intellectual Property Rights which are addressed in Section 4.1) that arises out of or relates to any Company Property provided by Company to CEB.

5. Limitations of Liability

5.1 Neither party shall be liable for any of the following losses or damages (whether or not foreseen, direct, indirect, foreseeable, known or otherwise): (i) loss of profits (whether actual or anticipated), (ii) loss of revenue, (iii) loss of contracts, (iv) loss of anticipated savings, (v) loss of business, (vi) loss of opportunity, (vii) loss of goodwill, or (viii) any indirect, special or consequential loss or damage. Notwithstanding the foregoing, nothing shall limit CEB's or its Affiliates' or their respective licensors' rights to damages arising from any infringement or misappropriation of CEB Intellectual Property Rights regardless of whether such infringement or misappropriation arises in connection with these Terms or any Letter of Agreement.

5.2 CEB's and its Affiliates' total aggregate liability arising out of or in connection with the performance or contemplated performance under the applicable Letter of Agreement (whether for tort (including negligence), breach of contract, breach of statutory duty or otherwise) shall in no event exceed the price paid or payable by Company to CEB or its Affiliates under such Letter of Agreement within the 12 month period immediately before the date of the event giving rise to Company's claim.

5.3 Nothing contained in these Terms or any Letter of Agreement shall exclude or limit either party's liability for (i) death or personal injury caused by its or its Affiliate's negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other matter for which it would be illegal to limit or exclude or attempt to limit or exclude liability.

5.4 Programs, Products, Services and/or Materials Delivered via Online Systems:

Access to Programs, Products, Services and/or Materials delivered via online systems is dependent on third parties, such as internet service providers. CEB will have no liability to Company for any losses Company suffers resulting directly or indirectly from: (i) failures of performance on the part of CEB's internet service provider; or (ii) failure of Company's equipment or, in the event the Services include CEB's SHL Talent Measurement™ services, those of Company's candidate(s) or third parties; or (iii) reasons related to CEB's provision of system upgrades or maintenance; or (iv) any security breach of CEB's system unless such breach is shown to be the result of CEB's negligence; or (v) inability to access the CEB online system in any one country due exclusively to CEB's software or hardware for any period not exceeding (a) ten (10) consecutive hours or (b) an aggregate of more than twenty-four (24) hours in any calendar month.

6. Confidential Information

6.1 Each party agrees not to use and/or disclose Confidential Information received from the other party except as allowed under these Terms or otherwise set forth in a Letter of Agreement.

6.2 Each party will not disclose Confidential Information to any third party, other than to its directors, officers, and employees under a duty of confidentiality without the other party's prior written consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. CEB shall be allowed to disclose Confidential Information to its Affiliates, consultants, vendors or subcontractors who are necessary to provide Programs, Products, and/or Services to Company, provided that any such Affiliates, consultants, vendors or subcontractors are bound by confidentiality obligations at least as restrictive as those contained in these Terms.

6.3 The confidentiality obligations of each party shall continue in force and survive the termination or expiration of the applicable Subscription Period for a period of three (3) years following such termination or expiration. The confidentiality obligations with respect to any Confidential Information subject to trade secret protection will continue indefinitely.

6.4 The Disclosing Party grants no license under any copyright, patent, trademark or trade secret by the disclosure of the Confidential Information. The parties understand and acknowledge that any and all Confidential Information is being provided by the Disclosing Party without any representation or warranty, express or implied, as to the accuracy or completeness of such Confidential Information.

6.5 Confidential Information shall not include information which (i) was already known by the Receiving Party at the time of the disclosure by the Disclosing Party, (ii) shall have otherwise become publicly available other than as a result of disclosure by the Receiving Party in breach of these Terms, (iii) was disclosed to the Receiving Party on a non-confidential basis from a third party source other than the Disclosing Party, which the Receiving Party reasonably believes is not prohibited from disclosing such

information as a result of an obligation in favor of the Disclosing Party, (iv) is developed by the Receiving Party independently of any disclosure of such information made by the Disclosing Party, or (v) is required to be disclosed by order of a court of competent jurisdiction, or by subpoena, summons or any other legal process, or by applicable professional standards; provided that, in the event that the Receiving Party is ordered by a court of competent jurisdiction, administrative agency or governmental body to disclose any Confidential Information, the Receiving Party shall (a) so long as legally permissible, promptly notify the Disclosing Party of such order and (b) at the written request of the Disclosing Party, diligently contest such order at the sole expense of the Disclosing Party as expenses occur.

7. Termination

With the exception of termination for Cause (defined below), or as may otherwise be stated in a Letter of Agreement, Company may not terminate the Letter of Agreement and, except as otherwise stated the Letter of Agreement, any Fee paid by Company is not refundable.

Either party may terminate a Letter of Agreement for "Cause" if the other party materially breaches any provision of the Letter of Agreement or these Terms (which, in the case of Company, shall include failure to pay any undisputed Fees) and (i) either the breach cannot be cured or, (ii) if the breach is capable of being cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of such breach by the non-breaching party (stating the specific nature of the breach). Termination for Cause shall not relieve Company of the obligation to pay any undisputed Fees accrued or payable to CEB in connection with the Letter of Agreement prior to the effective date of termination.

Except as otherwise provided in the Letter of Agreement, upon expiration of the applicable Subscription Period for any Programs, Products and/or Services, or any termination of the Letter of Agreement, or portion thereof:(i) all licenses granted by CEB pursuant to the Letter of Agreement or Section 2.3.1 of these Terms shall immediately terminate and (ii) Company shall immediately cease use of the Services, Products, Programs and/ or Materials (other than any Customized Deliverables that have been

fully paid for and delivered prior to termination), in each case for such Programs, Products, and/ or Services, or that portion thereof, for which such Subscription Period has expired or the Letter of Agreement has been terminated.

8. Marketing

CEB agrees to submit to the Company all advertising and publicity matters relating to this Contract wherein the Company's name is mentioned or language used from which the connection of the Company's name may, in the Company's judgment, be inferred or implied. CEB agrees not to publish or use such advertising and publicity matters without the prior written consent of the Company.

9. DISCLAIMER OF WARRANTIES

CEB AND EACH OF ITS AFFILIATES DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES FOR PROGRAMS, PRODUCTS, SERVICES AND/ OR MATERIALS PROVIDED BY CEB OR ANY OF ITS AFFILIATES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CEB AND ITS AFFILIATES DO NOT WARRANT OR GUARANTEE THAT COMPANY WILL REALIZE ANY RESULTS BY VIRTUE OF THE USE OF THE PROVIDED PROGRAMS, PRODUCTS, SERVICES AND/OR MATERIALS.

10. Compliance with Laws

Each party will comply with all applicable laws of the countries where it operates, including all securities, anti-corruption, and anti-bribery laws, and with the US Foreign Corrupt Practices Act and the UK Bribery Act. Any breach of this Article is a material breach of these Terms and any applicable Letter of Agreement for which no cure period shall apply.

11. Trade Sanctions

CEB's Programs, Products, Services and Materials are subject to US sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("Restricted Party") or in US sanctioned countries (currently Cuba, Iran, North Korea, Sudan, and Syria) (The most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Company agrees not to use, transfer, or provide access to the Programs, Products, Services and/ or Materials (i) to any Restricted Party or (ii) in (or for the benefit of individuals or entities from) such US sanctioned countries. Company confirms that it is not directly or indirectly owned by, controlled by, owning or controlling or named as a Restricted Party. CEB and its Affiliates may not do business with a Restricted Party under US law (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/the-denied-persons-list>). Any breach of this Article is a material breach of these Terms and any applicable Letter of Agreement for which no cure period shall apply.

12. Governing Law

To the extent that CEB Inc. is the contracting party, these Terms and all related Letters of Agreement will be governed and construed in accordance with the laws of the State of Delaware, excluding its choice of law principles, and the parties agree to submit to jurisdiction of courts located in the State of Delaware to resolve all disputes. To the extent that a CEB Affiliate is the contracting party, these Terms and all related Letters of Agreement will be governed and construed in accordance with the laws of the place of incorporation of the CEB Affiliate, excluding its choice of law principles, and the parties agree to submit to jurisdiction of the courts located in the place of incorporation of the Affiliate to resolve all disputes.

13. Equitable Relief

Each party agrees that a breach by such party of the obligations under Sections 2, 3, 4 and 6 of these Terms, or under the Letter of Agreement, may result in irreparable harm to the other party for which monetary damages would be an inadequate remedy. Consequently, in the event of a breach, or threatened breach, of any such obligations

under these Terms or Letter of Agreement, the non-breaching party shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief (including injunctive relief and specific performance) in addition to any and all other rights and remedies that may be available to it in respect of such breach.

14. Third Party Beneficiaries

These Terms and any applicable Letter of Agreement shall not confer any rights or remedies upon any third party, except CEB Inc. shall be an express third party beneficiary of these Terms and any Letter of Agreement to which any of its Affiliates is a party, with full power to enforce such Affiliate's rights thereunder.

15. Updates

CEB may from time to time make reasonable updates to these Terms; provided, however, any existing Letters of Agreement shall remain subject to the version of the Terms in effect as of the date of the Letter of Agreement until the expiration of the applicable Subscription Period.

Updated as of July 15, 2015