Terms and Conditions of Sale and Use

These Terms and Conditions of Sale and Use (the "Terms") govern the purchases of MHS assessments, products, materials, software and/or services, including without limitation any Webinars, online learning, Simulations and other services (the "Products") and constitute an agreement between a purchaser (the "Purchaser" or "you") and MHS. The collection, use, storage and disclosure of your personal information is subject to the MHS Privacy Policy, the terms of which are hereby incorporated by reference. The purchase of any Product under these Terms between the Purchaser and MHS is also conditional upon the Purchaser meeting the qualification requirements located at MHS.com/Who-Can-Order/, which are hereby incorporated by reference. These Terms, the qualification requirements, the Privacy Policy and, as the case may be, constitute the entire agreement between the Purchaser and MHS concerning this subject matter, and supersede all discussions, proposals, bids, invitations, orders, and other communications, oral or written, on this subject.

IMPORTANT – READ CAREFULLY: BY PLACING AN ORDER FOR PRODUCTS OR BY PART OR TOTAL PAYMENT OF AN MHS INVOICE FOR PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. BY COMPLETING THE PURCHASE PROCESS YOU ALSO AGREE TO THE COLLECTION, USE, STORAGE AND DISCLOSURE OF PERSONAL INFORMATION IN ACCORDANCE WITH MHS' PRIVACY POLICY AND TO THE QUALIFICATION LEVELS.

Price

All prices for Products are in U.S. and Canadian dollars as indicated and are subject to change without notice. Prices are exclusive of duties and taxes. MHS accepts pre-payment for all orders made by credit card (VISA, MasterCard, American Express) or institutional purchase orders to fulfill your order. If prices on an order are incorrect, MHS' Client Services will contact the Purchaser to correct the order.

Use of Product

It is the Purchaser's responsibility to use any Products purchased from MHS in accordance with MHS Attestation of Qualification requirements available at https://mhs.com/who-can-order/, and applicable professional guidelines including the American Psychological Association or Canadian Psychological Association guidelines, the software license (if applicable) and all federal, state/province, and local laws and regulations. Upon the purchase of any MHS Products, Purchaser shall be granted a limited, revocable, non-transferable, non-exclusive license to access and

use the Products at quantities specified in the corresponding order. You understand and agree that the Products are meant to be used as tools to supplement the overall assessment process and are not intended or designed to be used alone or to replace professional judgment.

MHS Group Insights Platform (MGI)For Products purchased on the MHS Group Insights Platform (MGI), Purchaser shall be granted access for a specific period of time, namely

July 1 through June 30 on an annual basis after which all rights to access and use the Products shall cease. Access shall be limited to the Products specified in the corresponding order. There shall be no credit, rollover, or offset for any overestimation of usage and all MGI Product orders shall be exempt from the Returns Policy.

Confidentiality and Intellectual Property

The Purchaser acknowledges that MHS has expended considerable efforts and financial and other resources in developing the contents of the Products, which include confidential and proprietary material, information, procedures and trade secrets and accordingly agrees not to, in any way, use, distribute, disclose or reveal any information on the Products to any other party except to the extent specifically provided in these Terms. The Purchaser shall take all necessary security measures of a technological or administrative nature, to restrict access to and use of the content of the Products to authorized employees of its organization that require it for the purposes of their professional duties in furtherance of these Terms, and only provided it has obtained confidentiality undertakings from such persons at least equivalent to those set out hereunder. The Purchaser agrees not to use the Products, or any part of the Products, in any way except as permitted under these Terms or their intended use. The Purchaser agrees to maintain the content of the Products in strict confidence and not to use any portion of the Confidential Information for any purposes other than as set out under these Terms.

The Products are subject to legal protection including by various intellectual property laws relating to trade secrets, the protection of confidential information, copyright and trademarks, as well as international treaty provisions. The Purchaser acknowledges that the Products, including tests and all their elements, have commercial value and are proprietary to MHS. These terms protect the printing or reproduction of copyright-protected materials or content, including adaptation and reproduction of protected test items, scales, scoring algorithms, scoring directions, or other protected content, is protected by law and by these terms. Any pages or screen displays that contain or reproduce any MHS Product, materials or content, in whole or in part, shall bear the appropriate copyright notice and a notice that the information is confidential and may not be accessed by persons without authorization. The Purchaser shall not use the Products, material or content, including test items, scales, scoring algorithms or scoring directions, in whole or in part, as a basis for the development of another psychometric or competing instrument or reverse engineer the MHS Product or any part of the MHS

Product. The Purchaser shall not use any Products, material or content in any way to create (or to assist any person in creating) any work, product, program or other material similar (whether in its expression, its purpose or otherwise) to the Products, material or content or any element thereof.

The Purchaser acknowledges that any violation of the terms of these Terms would result in damages to MHS which could not be adequately compensated by monetary award alone. In the event of any violation by the Purchaser of the terms of these Terms, including, without limitation, of MHS' proprietary rights and ownership, and confidentiality provisions, and in addition to all other remedies available at law and at equity, MHS shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy as may be appropriate to ensure compliance of the Purchaser with the terms of these Terms.

Warranty

Some jurisdictions restrict certain limitation of warranties or liability, so some or all of the following limitations may not apply to you. MHS makes no warranties or conditions, expressed, legal or implied, including warranties of merchantability, quality, durability or fitness for a particular purpose, in relation to the Products. Replacement of the relevant Product, or refund of all or a portion of the purchase price, at MHS' sole option and in accordance with the Return Policy constitutes the Purchaser's sole and exclusive remedy, in lieu of all other recourses or remedies. To the full extent permitted by applicable law, MHS shall not be liable for any actual, consequential, special, incidental, or other damages in connection with any Product and any use or misuse thereof. Without limiting the generality of the foregoing, MHS will not, under any circumstances, be liable for the Purchaser's expenses arising from delays, for costs of substitute materials, or for possible lost income, grants, profits, or any other special or consequential damages that may result from using a Product.

Limitation of Liability

To the full extent permitted by law, in no event will MHS' liability for any damages in relation to any claim arising or relating to this agreement, or otherwise arising from any order(s) contemplated under this agreement exceed, in the aggregate, the amount actually paid by the Purchaser for the Product(s) which directly caused the damage.

Indemnification

Except to the extent prohibited by applicable federal, state or provincial law, the Purchaser shall indemnify, defend, and hold harmless MHS, its directors, officers, employees, and agents from any and all claims, suits, damages, liability, losses, fees, and expenses (including reasonable attorneys' fees) resulting from or arising out of any breach, act or omission of the Purchaser under these Terms.

Force Majeure

MHS will not be liable for failure or delay in the performance of any of its obligations under these Terms for the time and to the extent such failure or delay is caused by earthquake, riot, civil commotion, plague, epidemic, pandemic, war, terrorism (including cyber terrorism), strike, flood, transportation interruption or governmental acts or restrictions, or other cause that is beyond the reasonable control of MHS ("Event of Force Majeure"). MHS will exercise reasonable efforts to provide the Purchaser with information of any Event of Force Majeure as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities) and will use commercially reasonable efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable.

Waiver and Governing Law

These Terms may not be waived, amended, or modified, except by prior written agreement by MHS. If any one or more provisions of these Terms are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any purchase order conflicts with or amends these Terms in any way, these Terms, as unmodified, will prevail. To the full extent permitted by applicable law, this agreement will be governed by, construed, and interpreted in accordance with the law of the Province of Ontario, without reference to conflict of laws principles, and the federal laws of Canada applicable therein.