

AFFINA ORGANISATION DEVELOPMENT LIMITED

AOD Connect Platform Licence

This Licence will apply to your use of On-line Products following your purchase of credits to use AOD tools.

The Licence will, when applicable, form part of the Contractual Agreement for our consultancy, speaking or training services.

INFORMATION ABOUT US AND HOW TO CONTACT US

- A. We are a company registered in England and Wales. Our company registration number is 04644495. Our Registered Office is West Gate, 6 Grace Street, Leeds, West Yorkshire LS1 2RP. Registered VAT number is 800136095
- B. Our business office is Ferneberga House, Alexandra Road, Farnborough, Hants GU14 6DQ.
- C. If you have any questions or if you have any complaints, please contact Us by telephoning Our customer service team at 01252 727270 or by e-mailing Us at info@affinaod.com.
- D. If you wish to contact Us in writing, or if any clause in this Licence requires you to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Affina Organisation Development at Ferneberga House, Alexandra Road, Farnborough, Hants GU14 6DQ or info@affinaod.com with a hard copy to our postal address. We will confirm receipt of this by contacting you in writing. If We must contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order

THE LICENCE:

1. DEFINITIONS

- 1.1 When the following words with capital letters are used in this Licence, this is what they will mean:

Contractual Agreement: the terms and conditions set out in the document We issue with that title in the form you last agreed in writing to them.

Delegates: the persons who you arrange with Us to have user name and password access to the On-line Platform.

Event Outside Our Control: means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs, breaks in supplies or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, an internet service provider or electricity supply or virus affecting on-line Services

Guidance: Our web pages as you will find them from time to time on the main menu and drop-down menus at <http://www.affinaod.com/aod-connect-guidance/>

Licence: this agreement between you and us, applying when you submit an Order to purchase On-line Product and pay Us a Licence Fee, or you are granted free assessments

Licence Fee: the amount of the VAT invoice We will present to you:

- (a) when you confirm agreement to this Licence and wish to acquire credits on a Licence Usage Account; or
- (b) having previously done that, when you top up credits on your Licence Usage Account by making a fresh payment to us (see the web page in the Guidance at <http://www.affinaod.com/aod-connect-guidance/organisation-administrator/buy-credits/>);

Licence Usage Account: the payments you make to Us (for "credits") which We place to your credit for use of On-line Tools, after deduction of your VAT payment on the Licence Fee. The period these credits are shown as being unused and available for fresh On-line Assessment and sub group reports ordered sets the duration of the Usage Warranty.

On-line Assessment: a task to which an On-line Tool you select is applied by your data entries in accordance with the Guidance, posted to Usage Costs at the time of its registration, leading to emailed report(s) to you on a registered data group and (if also registered) data subgroups. [A task of longer duration (of up to two years) is referred in the Guidance as a "team journey" and in this Licence, is included in the definition of On-line Assessment.]

On-line Platform: the AOD Connect site you will find when by an email after your user registration we first allow you to access it as indicated in the section of the Guidance at <http://www.affinaod.com/aod-connect-guidance/logging-first-time/>.

On-line Tools: the products and media We provide through the On-line Platform, organised into various types of Product.

Organisation Administrator: the person you must appoint under paragraph 2.4.

Our Helpdesk: the support provided when contacting us via email helpdesk@affinaod.com or by phone 01252 727270. Which is available between 9.00 a.m. and 4.30 p.m. Monday to Friday excluding public or bank holidays in England). During days of staff development and the Christmas period we will be available on a call back basis only.

Permitted Purpose:

- (a) for the purpose of Our providing Services and your using Product in the normal course of your business;
- (b) You or We enforcing Terms on the other;
- (c) disclosure of information by a recipient about a disclosing party, who is consulted on the matter, to a regulatory authority entitled by law to such;
- (d) Our reporting aggregated data to other organisations in accordance with clause 4.4(b); or
- (e) with the consent of the disclosing party.

Territory: the United Kingdom of Britain and Northern Ireland.

Usage Costs: the prices (before VAT) We appropriate from our list of prices for each On-line Tool (per On-line Assessment), at the times you register each On-line Assessment, using Our price list as it exists and is displayed at such times (through [the information icon on "Credit Activities"] section the On-line Platform).

Usage Warranty: The On-line Products are and will continue to be capable of use in the manner expressly stated in the Licence(s) We issue to you for the period you are shown on the Licence Usage Account as having a sufficient unused credit balance. We give no warranties and make no representations that:

- (i) Product and materials therein shall be suitable for purposes you intend when you use them;
- (ii) you have, and will continue to have, the capacity and requirements to use On-line Product under this Warranty, in the volumes using up all the credits resulting from your unused payments to Us. See paragraph 3.6. In the phrase "as expressly set out in the Licence" in paragraph 6.4 the Guidance as set out at the time of alleged breach of this warranty shall be deemed to form part of this Licence.

We/Our/Us: Affina Organisation Development Limited, a company incorporated in England and Wales with company number 4644485.

Working Hours: the hours in the United Kingdom between 9.00am and 4.30pm on week days excluding Saturdays Sundays and public or bank holidays in England.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

1.3 In this document the word "paragraph" refers to the paragraphs in this Licence.

2. *OUR LICENCE TO YOU*

2.1 In consideration of payment by you of the Licence Fee, and you agreeing to abide by the terms of this Licence, We hereby grant to you a non-exclusive, non-transferable licence to use the On-line Tools and the downloadable reports, which your data entries on the Online Platform create, only for Permitted Purposes on the terms of this Licence and the Contractual Agreement.

2.2 In the event of any inconsistency between this Licence and the Contractual Agreement the terms of this Licence shall have priority to the extent necessary to remove the inconsistency.

2.3 Our Helpdesk may be contacted by your Delegates during the hours detailed in paragraph 1.1 for user support.

2.4 When we accept an Order you must appoint an Organisation Administrator. See the web page <http://www.affinaod.com/aod-connect-guidance/organisation-administrator/> in the Guidance for the functions of this representative of yours. We shall not be responsible to you for discharge of the functions of your Licence Administrator.

3. *CHANGES IN ON-LINE TOOLS AND LICENCE FEES*

3.1 We may change terms in this Licence and from time to time alter the On-line Platform and the Guidance in the following circumstances:

- (a) changes in relevant laws and regulatory requirements;
- (b) changes in the types of services We offer;
- (c) changes We believe are apt to improve services We offer and the efficiency of our business
- (d) changes (including increases) in our normal tariff of Usage Costs (and the refundable amounts for the purpose of paragraph 3.10(c)) we apply at the time of registration of On-line Assessments to your use of the corresponding On-line Tools; and
- (e) changes in the credit policies We apply from time to time to Usage Costs incurred on your Licence Usage Account.

3.2 If We must make changes:

- (a) under clause 3.1 (a) We will give you at least one month's written notice of such changes before they take effect through the On-line platform;
- (b) under 3.1(d) the date of change in Our tariff of Usage Costs will be notified by email to your Organisation Administrator. If upon that date you have a balance of available credits on your Licence Usage Account, you will not be entitled to claim back the monies you paid Us in respect of that balance, and We shall become entitled to apply the new tariff in running down of your remaining balance of pre-paid credits.
- (c) in the credit policy We decide to apply to the Usage Costs you incur, you will become aware of them through communications between Our Client Manager and your Organisation Administrator.

3.3 Where there is change in the rate of VAT on a date ("Date X");

- (a) prepaid available credits on Date X will not be affected because your VAT payment for them was paid before Date X and our tariff of Usage Costs (applying to later use) does not include VAT; and
- (b) where, prior to Date X, you did not make pre-payment for credits allocated to your Licence Usage Account, the VAT added to your Usage Costs incurred before Date X shall be determined at the VAT rate in force on the earlier of the dates when you pay the corresponding Licence Fees (including Usage Costs plus VAT) or we invoice that amount to you.

3.4 Whenever we grant you an allocation of free On-line Assessments, in respect of your Delegates attendance on a training course, you must within six months of Our grant register On-line Assessments up to the value in Usage Costs of the free allocation. Failing such registrations, you will have included in the Licence Fees all the Usage Costs plus VAT that arise from your registration of On-line Assessments after that six-month period,

3.5 If your Usage Costs do not reduce the available credit balance on your Licence Usage Account over a period of two years, you will lose the benefit of any further use in respect the whole of such prior available credit balance and the relevant credit balance will be reduced to nil.

3.6 Any time you place an order, which We credit to your Licence Usage Account, you accept that the amount We place to your credit in anticipation of sales of On-line Product is not refundable in cash or transferable to other AOD products or services, if you shall fail to fulfil your requirement for purchases of On-line Product.

3.7 Where a contract for you to use On-line Product has become binding you are obliged to later procure requirements for On-line Products up to the amount which sets off the credits on your Licence Usage Account, until under paragraph 3.5 you have no further credits on the Licence Usage Account.

3.8 As explained in the Guidance you may edit On-line Assessment registration and team details for your selection of On-line Tool only before its report has been run. Please note in the Guidance that you may only add new team members up until the registered closing date for questionnaire completions is reached.

3.9 Until You have gone through the six-step registration process in the relevant windows on the Online Platform you may abandon this process of applying an On-line Tool to an On-line Assessment you intended. When this happens, you will not incur Usage costs in relation to that exercise.

- 3.10 When you try to abandon a completed registration of an Online Assessment, for example because you now wish to select a different On-line Tool to implement it, you will incur a Usage Cost (with its deduction from the credits carried forward on your Licence Usage Account) for the abandoned exercise by virtue of its registration.
- (a) You will have no ability nor a right to transfer or appropriate the credits you lost as a result of that registration to another registration or any other Services We may provide you.
 - (b) We will have no responsibility to you, should your Delegate incur Usage Costs for which he or she is not authorised by you or your Licence Administrator.
 - (c) When you notify us in writing to that effect before the reporting date for which such On-line Assessment was registered, you may cancel its reporting junction, and we will reinstate on your Licence Usage Account part of the Usage Cost deducted from it at the time of registration. The scale of this refund will vary according to the type of On-line Tool to which the registration was applied and will appear on the On-line Platform in the same section as Our tariff of Usage Costs.

4. SYSTEM REQUIREMENTS AND CONDITIONS OF ACCESS

4.1 You warrant and undertake to Us that:

- (a) at all times you access the On-line Platform and make use of the On-line Tools your hardware and software employed shall be in accordance with and meet the System Requirements;
- (b) your Delegates will be persons in your employ and/or under your control and will each remain so until you arrange with Us for him or her to no longer have user name and password access to the On-line Platform;
- (c) each of your Delegates involved in choosing an On-line Tool for the purpose of registering an On-line Assessment, or in responding to corresponding questionnaires, has your authority to make the registration and pursue tasks he or she undertakes through the On-line Platform;
- (d) the persons you nominate as your Delegates and the Organisation Administrator will undergo sufficient training to become competent users of the On-line Tools and the On-line Platform, in accordance with details therefor (if any) set out in the Order you submit to us and our acceptance thereof. See the Services we offer at the pages <http://www.affinaod.com/training/> ;
- (e) the distribution of emails generated by your use of the On-line Tools will be permitted and not be blocked by your internal security system or fire walls, we will have no responsibility to you for the delivery of generated emails restricted by your internal security.
- (f) you and your Delegates will only make use of Products derived from the Online Tools and the On-line Platform for the Permitted Purposes and when no longer in your employ and/or under your control your former Delegates shall no longer derive any Product from them;
- (g) your Delegates will not claim copyright in the reports referred to in paragraph 4.4; and
- (h) you and your Delegates will not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Our work in creating the On-line Platform, any of the Online Tools and the Product derived therefrom.

4.2 You shall responsible to Us to make sure Your Delegates are aware of, and you are liable to Us for Our loss if your Delegates do not observe, the terms of this Licence (including the System Requirements) and the Guidance applying to this Licence.

4.3 We will own the copyright, design right, databases and all other intellectual property rights in the On-Line tools and the On-line Platform and any drafts, specifications, instructions, guidance, training materials, questionnaires, toolkits, drawings, illustrations and other supporting materials We make in connection with the On-line Tools and the Online Platform.

4.4 You and We will jointly and in common own the copyright in reports automatically downloadable by you in response to registration of On-line Assessments and completion of questionnaires. In connection with joint ownership of such copyright We and you consent as follows:

- (a) You may copy material in such reports for internal reporting purposes in the ordinary course of your business, but you must not cause or allow publication of personal data contained therein in contravention of the data protection principles in the Data Protection Act 1998.
- (b) We may copy and reproduce material in such reports, in the form of anonymised aggregated data, for internal research purposes and for commercial purposes in connection with our business of providing Services, but We must not cause or allow publication of personal data contained therein in contravention of the data protection principles in the Data Protection Act 1998

- 4.5 In order for:
- (a) you to register an On-line Assessment, a user name and password must be allocated by Us to your Delegate, and he or she must use it to access the On-line Platform, where he or she must ascertain that you have sufficient credits on your Licence Usage Account to cover the Usage Cost of the On-line Tool he or she selects. Please note the additional Usage Cost of sub group reports is only charged at the time of reporting. If sub group reports will be required, you will also need available credits at the time of reporting to cover that additional Usage Cost; and
 - (b) your Delegate(s) to use an On-line Tool they must follow the corresponding section of the Guidance.

5. *CONFIDENTIAL INFORMATION*

5.1 Permitted Purpose in paragraph 5.2 means:

- (a) for the purpose of Our Providing Services and your using Product in the normal course of your business;
- (b) You or We enforcing Terms on the other;
- (c) disclosure of information by a recipient about a disclosing party, who is consulted on the matter, to a regulatory authority entitled by law to such;
- (d) Our reporting aggregated data to other organisations in accordance with clause 4.4(b); or
- (e) with the consent of the disclosing party.

5.2 We and Our delegates and you and your delegates shall only disclose and make use of Confidential Information, disclosed to them by and concerning the other, for a Permitted Purpose. In each case delegates and advisers to whom such information is disclosed must be bound to observe this clause by you and Us.

5.3 When your delegates enter data for On-line Product, we may receive information which private and confidential to individuals identified in the data entries. We will protect this personal data we receive in the reports We make to you by the method referred to in clause 5.2.

5.4 We will only use and handle the personal information you provide to Us, in accordance with the data protection principles in the Data Protection Act 1998, to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

5.5 We will take all possible steps to ensure that:

- (a) the identity of any individual cannot be derived from the aggregated data in reports we make to you; and
- (b) the identity of individuals, or your organisation as a source of data input, cannot be derived from aggregated data in reports we make to other organisations.

5.6 We will not give your personal data (including that of your delegate) to any third party who does not need such data to carry out a Permitted Purpose, as defined in clause 5.1.

6. *OUR LIABILITY TO YOU UNDER THE USAGE WARRANTY*

6.1 Our liability to you is set out in the Usage Warranty and applies in Normal Working Hours subject to the subparagraphs of this paragraph 6.

6.2 If an Event Outside Our Control shall prevent Our fulfilling the Usage Warranty, We will contact you as soon as reasonably possible to notify you

- (a) We will seek to overcome or lessen the effect on our performance, on commercially reasonable terms we obtain from third parties; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control and We will start or restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

6.3 Your access to the On-line Platform will occasionally be suspended or restricted to allow for Our repairs, maintenance or the introduction of new facilities or services. We will only be liable to you for taking all reasonable

measures to limit the frequency and duration of any such suspension or restriction, and We will give you 24 hours' notice by email where it is planned to occur during Working Hours.

- 6.4 The On-line Products are and will continue to be capable of use in the manner expressly stated in the Licence(s) We issue to you for the period you are as having a sufficient unused credit balance. We give no warranties and make no representations that:
- (a) Product and materials therein shall be suitable for purposes you intend when you use them;
 - (b) you have, and will continue to have, the capacity and requirements to use On-line Product under this Warranty, in the volumes using up all the credits resulting from your unused payments to Us. See paragraph 3.5.
- 6.5 We will produce displays via the online platform your logged-in users may view, accurately showing the credit value (if any) still available to you. On each occasion you use On-line Product under the Licence you purchased such On-line Product price is automatically deducted from the balance of your unused payment for Online Products appearing in your Licence Usage Account
- 6.6 We shall not be responsible to monitor and report to you on, or otherwise take special measures to prevent, Product being corrupted by incorrect data entries by your Delegates.
- 6.7 In the event that We become Liable to you for a breach of the Usage Warranty in relation to an On-line Tool, the amount of Our liability to you in respect of such breach shall limited to and shall not exceed the amount arrived at by applying the formula $(A - B) + C$ to Licence Fees (exclusive of VAT) you have paid to us or become liable to pay under invoice(s) for Licence Wees. In this formula:
- (a) "A" is the value in Usage Costs of the credits you held on the Licence Usage Account at the beginning of Our breach ("Date A");
 - (b) "B" is the value of Usage Costs deducted from "A" on your Licence Usage Account from Date A in respect On-line Tools unaffected by Our breach of the Usage Warranty, until the product of $(A - B)$ is nil; and
 - (c) "C" is the value of Usage Costs of Online Assessments (excluding those for On-line Tools later unaffected by Our breach) you incurred during the three-month period immediately before Date A.

7. *THIRD PARTIES*

- 7.1 We may transfer Our rights and obligations under this Licence to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under this Licence.
- 7.2 You may only transfer your rights or your obligations under this Licence to another person if We agree in writing.
- 7.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 7.4 We will hold you harmless from costs and expenses, and indemnify you against liability, arising in proceedings and claims against you by third parties for infringement of intellectual property rights based on your use of the On-line Platform, the On-line Tools and product derived therefrom. This liability is not limited by paragraph 6.7.

8. *GOVERNING LAW AND JURISDICTION*

- 8.1 This Licence and the interpretation of it are governed by English law. You and We both agree to submit all matters and disputes between you and Us to the non-exclusive jurisdiction of the English courts, where you or We choose to proceed against the other in that jurisdiction on a matter or dispute.
- 8.2 You acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Licence by you. Accordingly, We shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Licence.

SCHEDULE 1 SYSTEM REQUIREMENTS

You must use hardware and software complying with the following specifications and minimum operating requirements:

Windows:
<ul style="list-style-type: none">• 128 MB of RAM• 100 MB of free disk space• Windows XP 32-bit (SP3), 2003, Vista 32-bit/64-bit, Windows 7 32-bit/64-bit, Windows 8 32-bit/64-bit, Windows 10 32-bit/64-bit• Internet Explorer 9+ (Win7 only)• Firefox 4+ (32-bit)• Chrome 10+ JavaScript and cookies enabled.
OR Mac OS X 10.5, 10.6:
<ul style="list-style-type: none">• 256 MB of RAM• 150 MB of free disk space• Safari 6+, Firefox 4+, Chrome 10+, JavaScript and cookies enabled• Will work on Linux OS, Android phones and iOS.
Our On-line Platform does not support Edge. Please also note paragraph 4.1(e) of the Licence.