

Terms and Conditions

IMPORTANT – PLEASE READ CAREFULLY: BY CREATING A PROFILE OR BY UTILIZING THE APPLICATION YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“AGREEMENT”). IF YOU USE THE APPLICATION, OR IF YOU CLICK “I AGREE” OR TAKE ANY OTHER AFFIRMATIVE ACTION INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, THEN YOU HAVE AGREED TO THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF A COMPANY OR OTHER ORGANIZATION, YOU REPRESENT AND WARRANT TO TEKSYSTEMS THAT YOU ARE AUTHORIZED TO BIND THAT COMPANY OR ORGANIZATION TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU OR YOUR COMPANY OR YOUR ORGANIZATION ARE NOT AUTHORIZED TO USE THE APPLICATION. FURTHERMORE, COMPETITORS OF TEKSYSTEMS ARE NOT AUTHORIZED TO USE THE APPLICATION.

This Agreement is between TEKsystems Global Services, LLC (“TEKsystems”) and you and your company or your organization (collectively “Client”).

1. DEFINED TERMS.

1.1 “Application”

is an online, web-based software application, known as the Agile Readiness Review application, offered to the Client over the Internet. The Application includes an introduction page, a User profile screen, screens that walk a User through a 24-question survey, and a final screen that displays a personalized report with an option to save the report as a .pdf.

1.2. “Application Related Items”

shall mean all modifications, customizations, enhancements, revisions, updates, derivatives, and upgrades, related to the Application. In addition, all suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Client or its Users relating to the Application shall also be considered “Application Related Items.”

1.3 “TEK Group”

shall mean TEKsystems and its affiliates, licensors, personnel, employees, agents, and representatives.

1.4 “User”

shall mean any person that accesses or utilizes the Application, including any employee or agent of a company or organization who accesses or utilizes the Application on such company’s or organization’s behalf.

2. TERM.

This Agreement shall commence as soon as the Application is accessed or utilized by Client and shall remain in force for five years after the last date the Application or its reports are accessed or utilized or stored by Client, unless the Agreement is terminated earlier by TEKsystems. TEKsystems may terminate this Agreement or the License with or without cause at any time in its sole discretion.

3. INTELLECTUAL PROPERTY.

3.1 Ownership.

TEKsystems (or TEK Group as applicable) expressly retains all rights, title, and interest not expressly granted to Client in this Agreement.

TEKsystems (or TEK Group as applicable) shall exclusively own all right, title and interest in and to the Application and Application Related Items and their documentation, and all patents, trademarks, copyrights, trade secrets, and other rights (including other property and intellectual property rights) in and to the Application and Application Related Items.

TEKsystems (or TEK Group as applicable) shall own all patents, trademarks, copyrights, trade secrets, and other intellectual property rights, in and to all software, technology, deliverables, and materials that are conceived, utilized, or developed related to or arising from this Agreement or the Application or Application Related Items.

Client acknowledges and agrees that, except for the limited and revocable License set forth in this Agreement: TEKsystems (or TEK Group as applicable) retains all rights, title and interest in and to the Application and Application Related Items, including without limitation copyrights, patent rights, trademarks and trade names, trade secrets, TEK Group’s confidential information and work product, and all other intellectual and proprietary rights related to the Application or Application Related Items.

3.2 License.

Subject to Client’s compliance with this Agreement, TEKsystems hereby grants to Client a nonexclusive, revocable, non-assignable, non-sublicensable, non-transferable, license to access and use the Application solely for Client’s internal business operations (hereinafter referred to as the “License”). TEKsystems retains the right, in its sole discretion, to revoke the License or otherwise restrict or terminate access to the Application by Client and/or particular Users. For the

sake of clarity, the License does not allow and “internal business operations” does not include, using or distributing the Application outside of the Client’s company or organization.

3.3 Restrictions on Use.

Except as otherwise expressly permitted under this Agreement, Client shall not, nor will Client permit any other person or entity to: (i) install, copy, reproduce, modify, create derivative works of, distribute, or otherwise use or disclose the Application or Application Related Items; (ii) sell, resell, lease, pledge, grant a security interest in, license, encumber, sublicense or otherwise transfer the Application or Application Related Items or any of their portions; or (iii) reverse engineer, disassemble, decompile, or translate the Application or Application Related Items, or otherwise attempt to derive the source code of the Application or Application Related Items, or authorize or assist any third party to do any of the foregoing. In addition, Client shall not access or use the Application or Application Related Items if Client is a competitor of TEKsystems (or TEK Group) or is an employee or agent of such competitor. In addition, any access or use of the Application for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose, is strictly forbidden.

Furthermore, the following is prohibited under the License:

- Taking pictures, print-screens, screenshots, or videos of the screens as a User navigates through the Application; and
- The Application includes a final screen that displays a personalized report with an option to save the report as a .pdf. The personalized report may be saved as a .pdf and shared within the Client’s company or organization, however, the report shall not be modified or shared in whole or in part outside the Client’s company or organization.

If TEKsystems terminates the License, Client shall promptly cease using, uninstall, and delete/destroy any items related to the Application or Application Related Items in Client’s possession or control.

4. WARRANTIES, REPRESENTATIONS, INDEMNITIES AND DISCLAIMERS.

4.1 Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree: TEKsystems (including TEK Group) makes no representation or warranty (express, implied, or otherwise), and expressly disclaims all claims and liabilities, arising out of or related to the Application and Application Related Items (including but not limited to any output from the Application such as results, advice, reports, recommendations, or other information, provided by the Application to Client or User or any other person or entity).

Client agrees, represents, and warrants that:

- (i) Client shall be solely responsible and liable for all inputs (including, without limitation, for all notices and consents necessary for use of such inputs) it provides to the Application, including but not limited to first name, last name, organization/company name, role in the organization/company, answers to survey questions, business rules, content, data, and other information about Client; and
- (ii) The Application shall not be used outside of the United States.

Client agrees to indemnify, defend, and hold harmless TEK Group from and against any and all claims, liabilities, losses, or damages (including reasonable attorney's fees and expenses) arising out of or relating to:

- (i) any output from the Application (including but not limited to any results, advice, reports, recommendations, or other information, provided by the Application to Client or Users or any other person or entity);
- (ii) any representations or warranties provided by Client in Section 4 of the Agreement; and
- (iv) any breach by Client or its Users of this Agreement,

regardless of cause, including the negligence of Client (or its Users or agents or representatives), TEK Group, or any other person or entity.

4.2 Client is responsible for the security of all access credentials granted to it, for the security of the systems used to access the Application and for its Users' compliance with this Agreement. Client assumes all risk arising from providing any data or information or inputs (including those listed in Section 4.1 above) to the Application, including the risk of any inadvertent disclosure or unauthorized access of such.

4.3. DISCLAIMER OF WARRANTY.

THE APPLICATION AND ACCESS THERETO ARE PROVIDED ON AN "AS IS" BASIS, AND TEK GROUP: (A) DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) DOES NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE APPLICATION IS FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; (C) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA), CAUSED IN WHOLE OR IN PART BY OR DUE TO FAILURES, DELAYS OR INTERRUPTIONS OF, THE APPLICATION.

5. LIMITATION OF LIABILITY.

5.1 Exclusion of Consequential Damages.

In no event shall TEK Group be liable for any indirect, incidental, special or consequential damages, including without limitation damages for loss of profits, data or use, incurred by Client or a User or any other person or entity, whether in an action in contract or tort, even if TEK Group has been advised of the possibility of such damages.

5.2 Overall Cap on Damages.

TEK Group's maximum aggregate liability arising out of or related to this Agreement or the Application for any claim, loss, or damage, whether in tort, contract, or otherwise: shall be limited to one thousand U.S. dollars (\$1,000.00). In no event shall any action or claim (regardless of form) arising out of this Agreement or the Application be commenced by Client or its Users (or any person or entity acting on behalf of or through either of them) more than one (1) year after the cause of action has accrued.

6. GENERAL INDEMNITY.

Client shall defend, indemnify, and hold harmless TEK Group from and against all liabilities, claims, or damages arising out of Client's or its Users' use of or access to the Application.

7. MISCELLANEOUS.

7.1 This Agreement (and any claims or disputes related to this Agreement or the Application) shall be governed, construed, and enforced in accordance with the laws of the State of Maryland, without giving effect to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts of Maryland with respect to claims or disputes arising under or related to this Agreement or the Application.

7.2 Client shall comply with all United States and foreign export control laws, executive orders or regulations applicable to its performance under this Agreement or use of or access to the Application. Without limiting the foregoing, (i) Client represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Client shall not permit its Users to access or use the Application in violation of any U.S. export embargo, prohibition or restriction, and (iii) Client acknowledges and agrees that the Application may not be sold, transferred, diverted, exported or re-exported into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, North Korea, Sudan, the Crimea Region of Ukraine and Syria). Client agrees to indemnify, defend, and hold harmless, to the fullest extent permitted by law, TEK Group from and against any fines, penalties, or other liabilities that may arise as a result of Client's breach of this provision.

7.3 TEKsystems reserves the right to amend the terms and conditions of this Agreement. The Client shall be informed of such amendments by e-mail or through the Application or through other reasonable means (including electronic means). Client shall be deemed to have received such notice within two (2) weeks of the notice being sent by TEKsystems. Where the Client does not accept an amendment, Client shall immediately discontinue use of the Application and inform TEKsystems that it does not accept the amendment. If Client does not discontinue use of the Application and inform TEKsystems that it does not accept the amendment, Client shall be deemed to have accepted the amendment.

7.4 Client shall not assign this Agreement, or its rights or duties hereunder, to any other person or entity, in whole or in part, without TEKsystems' prior written consent. TEKsystems may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of TEKsystems' other divisions, business units, subsidiaries, affiliates, or successors, without the consent of Client.

7.5 Any notices to TEKsystems required or permitted hereunder shall be deemed given if contained in a written instrument delivered in person, or overnight courier, or first class registered or certified mail, postage prepaid, addressed to TEKsystems at the address set forth below, or at such other address as may hereafter be designated in writing by TEKsystems to Client:

TEKsystems Global Services, LLC
7437 Race Road
Hanover, Maryland 21076
ATTN: Regional Controller.

Client agrees that any notices or communications TEKsystems delivers to Client may be delivered electronically by reasonable means (including e-mail). Client consents to receive notices and communications (including marketing materials) from TEKsystems and further agrees that all notices, disclosures, agreements, and other communications TEKsystems provides to Client electronically meet the legal requirements that such communications be in writing.

7.6 The provisions of this Agreement are severable. If any one provision is held to be invalid, the invalid provision will be replaced by a valid clause coming closest to the invalid clause's intention. No failure or delay by a party in enforcing any right under this Agreement shall constitute a waiver of that right.

7.7 If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief available to the prevailing party.

7.8 This Agreement constitutes the entire, exclusive and final statement of the agreement of the parties with respect to the Application and Application Related Items, and supersedes all prior and contemporaneous representations, discussions,

understandings, and agreements between the parties, whether oral or in writing. There are no intended third-party beneficiaries under this Agreement.

7.9 The provisions of this Agreement which by their nature extend beyond the expiration or early termination of this Agreement will survive and remain in effect until all obligations are satisfied.

7.10 Section titles used in this Agreement are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

8. PRIVACY.

8.1 Client acknowledges and agrees it has read and agreed to the following TEKsystems privacy documents: Privacy Notice for Agile Readiness Review Application and Allegis Group Online Privacy Notice, located at:
<https://www.allegisgroup.com/en/privacy-notices>

[Agile Readiness Privacy Notice](#)

8.2 User Profile.

A User must create a User profile for the Application by providing a first name, last name, organization/company name, and role in the organization/company. This information, along with the answers to the survey questions, is incorporated into the personalized report for the Client.

All information provided by the User or Client, related to the personalized report provided by the Application, shall be considered a Client input under this Agreement including for the purposes of Section 4 above.

TEKsystems reserves all rights to terminate User profiles and to store, edit, or remove content or any Client information in TEKsystems' sole discretion.