

SERVICE MODULE 6

MANAGED SERVICES

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **"Master Agreement"**).

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the **"Service Module Terms"**) shall apply.

These Service Module Terms shall apply to the provision by Thomas of Managed Services (as defined below) to the Account Holder. These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

1. DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

"Bureau" has the meaning given to it in clause 2.1.1.3;

"Bureau Assessment" means an Assessment which is undertaken by a Candidate using the Bureau service;

"Bureau Validity Period" has the meaning set out in clause 3.2;

"Bureau Voucher" has the meaning set out in clause 3.1;

"Managed Project" has the meaning set out in clause 2.2.1;

"Managed Services" has the meaning set out in clause 2.1.1; and

"Managed Services Request" means a written request made by the Account Holder for Thomas to provide Managed Services in accordance with these Service Module Terms.

2. MANAGED SERVICES

2.1 Service Description

2.1.1 Thomas shall provide managed services to the Account Holder in accordance with these Service Module Terms and in order to provide end-to-end management of other Solution(s) on the Account

Holder's behalf and whereby such managed services include the Thomas services known as:

2.1.1.1 **"360-Elite"**, a service which provides individual competency-based development assessments;

2.1.1.2 **"Engage"**, a service which establishes organisational engagement levels and actions for improvement; and

2.1.1.3 **"Bureau"**, a service which provides the Account Holder with individual end-to-end Assessment profiling for recruitment and development purposes, (the **"Managed Services"**).

2.2 Order Process

2.2.1 Where the Account Holder issues Thomas with a Managed Services Request, the parties shall, within a reasonable period of time and in any event within seven (7) days of receipt by Thomas of the Managed Services Request, agree in writing and in reasonable detail, the scope of the Managed Services, which shall be further set out in the relevant Order (each, a **"Managed Project"**).

2.2.2 For the purposes of these Service Module Terms, the Order Commencement Date in respect of any Order for Managed Services shall be the earlier of:

2.2.2.1 the date on which the Account Holder notifies to Thomas (whether via an online click-through, a telephone order or any other channel used by Thomas) that it wishes to order Assessment(s) via the use of the Managed Services;

2.2.2.2 the date specified as such in any applicable Order Form relating to the Order;

2.2.2.3 the date of the second party's signature or acceptance of any applicable Order Form relating to the Order; or

2.2.2.4 where no Order Form applies to a particular Order, the date of the second party's acceptance of the terms relating to the applicable Order.

2.3 Thomas shall use reasonable endeavours to:

2.3.1 provide the Managed Services in accordance

with the Managed Project to which they relate; and

2.3.2 successfully deliver the Managed Project in accordance with any identified timelines, provided that time shall not be of the essence.

2.4 The Account Holder shall:

2.4.1 provide Thomas with all necessary co-operation reasonably required;

2.4.2 provide Thomas with all necessary access to such information, documentation and other material as may be reasonably required by Thomas; and

2.4.3 comply with all reasonable instructions (whether written or verbal) given by Thomas to the Account Holder and carry out all other applicable Account Holder responsibilities set out in the Master Agreement, these Service Module Terms and/or any Order.

2.5 Without prejudice to clause 15 (Limitation of Liability) of the Master Agreement, Thomas shall not be liable in any circumstances for any failure to provide the Managed Services or to deliver a Managed Project (including any failure to meet a Managed Project deadline), where such failure arises directly or indirectly out of:

2.5.1 the Account Holder's failure (whether by act or inaction) to comply with clause 2.4; and/or

2.5.2 any failure by a Candidate to respond to or complete an Assessment presented to them by Thomas as part of a Managed Project.

3. BUREAU SERVICE

3.1 In order to receive Bureau services, the Account Holder can purchase individual vouchers, whereby each such voucher will provide the Account Holder with Bureau services relating to a single Bureau Assessment to be taken by a single Candidate (each, a "**Bureau Voucher**").

3.2 Each Bureau Voucher will be valid for six (6) months from the Order Commencement Date (the "**Bureau Validity Period**").

3.3 Except as set out in clause 3.4, a Bureau Voucher has no monetary value, is not redeemable on non-use, is not refundable or exchangeable in whole or in part and is not transferable to third parties.

3.4 The Account Holder may at any time during the Bureau Validity Period, nominate an alternative Candidate to take a Bureau Assessment provided always that:

3.4.1 the Bureau Assessment has not previously been accessed or completed; and

3.4.2 as soon as the Bureau Assessment has been started, the Account Holder shall not be entitled to nominate any other Candidate.

4. TERMINATION AND CANCELLATION

4.1 Without prejudice to clause 16 (Term and Termination) of the Master Agreement, the Account Holder is not permitted to terminate or cancel these Service Module Terms and/or the relevant Order for Managed Services (including the Managed Services Project) at any point following the relevant Order Commencement Date.

5. FEES

5.1 The Fees for the Managed Services provided pursuant to these Service Module Terms shall be as set out in each Order. For the avoidance of doubt, the Account Holder may not dispute or withhold any such Fees to the extent such dispute or withholding relates to clause 2.5.

5.2 Without prejudice to clause 7 (Fees and Payment) of the Master Agreement, Thomas shall invoice the Account Holder for the Fees as soon as reasonably practicable on or after the applicable Order Commencement Date, but in any event prior to the receipt by the Account Holder of any of the Managed Services relevant to the particular Order. For the avoidance of doubt, and pursuant to clause 7.1.2 (Fees and Payment) of the Master Agreement, payment obligations under these Service Module Terms are non-cancellable and Fees for the Managed Services are non-refundable at any time after the Order Commencement Date.