

## **Platform License Agreement**

This Agreement sets out the terms between The Enneagram Compass® team (SBP (UK) Limited) and You, our Client ("You" and "Your"). Our Privacy Policy explains how we protect Your data and Your clients' data while it's stored on our platform. However, once You download reports, we no longer have control over how they're used or stored. This Agreement passes that responsibility on to You.

Beyond the legal handover of responsibility, this Agreement emphasizes the importance of transparency with test takers. You should explain how You'll use, store, and share your client's reports. For example, if You plan to share results reports with their manager or HR, please do let Your client know since it could impact their privacy or workplace decisions made about them.

By using our platform and downloading the reports, You agree to handle reports responsibly and follow ethical guidelines. Once reports leave our system, they're in Your hands. This Agreement protects The Enneagram Compass team (SBP (UK) LMTD) from any claims related to how the data is used beyond our platform. You will only need to tick your agreement once.

### **1. License Agreement**

SBP (UK) LMTD grants You, as our Client, a non-transferable and non-exclusive license to use our Internet-based test and survey system. The license is activated upon the purchase of an Access Code and issuance of an authorized user login to our Administration Console.

### **2. Term**

The license term begins on the date of login issuance, typically following Your first purchase of an Access Code. This Agreement continues until terminated by either party. You may terminate by submitting a written request to [Compass@cpenneagram.com](mailto:Compass@cpenneagram.com). Upon termination, Your account will be deleted within seven (7) days.

### **3. Orders and Payment**

#### **3.1 Orders**

Orders for test and survey products under this Agreement are subject to its terms. SBP (UK) LMTD reserves the right to suspend ordering privileges or terminate the license if this Agreement is breached.

#### **3.2 Access Code Usage**

Each purchased Access Code entitles You to one test session, including the administration and related result reports. Unused and unassigned Access Codes are non-refundable unless negligence by SBP (UK) LMTD can be demonstrated.

#### **4. Proper Use of Products**

You agree to use SBP (UK) LMTD Assessment products within Your professional competence and consistent with their intended use. SBP (UK) LMTD does not recommend using its products for pre-employment screening. If You choose to use the products for human resource or pre-employment screening, You certify that You have full knowledge of relevant equality and employment laws in Your jurisdiction. You must ensure Your use adheres to professional, ethical, and regulatory standards.

#### **5. Protection of Test and Survey Products**

##### **5.1 Ownership**

The tests, surveys, reports, and delivery mechanisms remain the proprietary property of [BUSINESS NAME]. You agree to keep these products confidential and free from unauthorized access or use.

##### **5.2 Restrictions**

You may not copy, modify, or reverse-engineer SBP (UK) LMTD products or their delivery systems. Products cannot be transferred, sublicensed, or shared with third parties unless under Your direct supervision.

##### **5.3 Indemnification**

Except as stated in Section 7, You agree to indemnify and hold SBP (UK) LMTD harmless from claims, liabilities, or costs arising from Your use of the products or failure to meet the Agreement's terms.

#### **6. Personal Data and Data Processing**

##### **6.1 Data Protection**

SBP (UK) LMTD acts as a data processor, handling personal data in accordance with its Privacy Policy. Personal data is used solely for providing the agreed services.

##### **6.2 Client Responsibility**

You are responsible for ensuring compliance with data protection laws after receiving test results. This includes informing test takers about data disclosure and obtaining any necessary consent.

**6.3 Data Breach Protocol** In the event of a data breach involving personal data processed by SBP (UK) LMTD we will notify You promptly and provide all relevant details required to meet Your legal obligations to notify affected individuals or authorities.

#### **6.4 Sub-processors**

SBP (UK) LMTD may appoint sub-processors only as outlined in the Privacy Policy and solely to deliver accurate and efficient services.

#### **6.5 Compliance and Audits**

SBP (UK) LMTD will provide relevant information to You or Your appointed external auditor to verify compliance with data protection obligations. This includes system logs, technical details, and any reasonable supporting documentation upon request.

### **7. Warranty**

SBP (UK) LMTD warrants that its products and systems, when used as intended, do not infringe on existing patents, copyrights, or trademarks. If infringement claims arise, SBP (UK) LMTD will replace affected products or terminate the Agreement, crediting unused products. No other warranties are provided.

### **8. Termination**

Either party may terminate this Agreement upon breach of its terms. The breaching party has thirty (30) days to remedy the breach, except for breaches of intellectual property rights, which permit immediate termination.

### **9. Liability**

**9.1 Limitation of Liability** The liability of SBP (UK) LMTD for loss or damage relating to this Agreement is limited to the charges paid for affected products.

**9.2 Third-Party Claims** In no event will SBP (UK) LMTD be liable to You for claims made against You by third parties or for indirect, special, or consequential damages, including lost profits or business.

**9.3 Exclusions** Nothing in this Agreement restricts liability for death, personal injury caused by negligence, or any other liability that cannot be excluded under applicable law.

## **10. General**

This Agreement is governed by the laws of England and Wales. Disputes will be adjudicated exclusively in the courts of England. This Agreement constitutes the complete understanding between You and SBP (UK) LMTD regarding Your use of the platform.

The Enneagram Compass online system and proprietary questionnaire is a subsidiary and fully owned by SBP (UK) LMTD.