

Online Platform Terms of Use

This online data delivery platform (the "Online Platform") is made available by Willis Towers Watson US LLC, on behalf of itself and its affiliates, which are directly or indirectly controlled by Willis Towers Watson PLC (collectively, "Willis Towers Watson") on the following terms and conditions (the "Terms"). References to "you" and "your" in these Terms means the person accepting these Terms and the company on whose behalf they do so. *These Terms contain, among other things, disclaimers of warranties and limitations on Willis Towers Watson's liability.*

Use and Access. Willis Towers Watson grants you, on behalf of your company, a non-exclusive and non-transferable right to use the Online Platform (via the Internet) to access and/or analyze Willis Towers Watson compensation and/or benefits survey results ("Surveys") and if applicable, (i) additional employee data, including but not limited to, data from your company's Human Resources Information System provided by you to Willis Towers Watson hereunder ("Employee Data"); and/or (ii) third party data or surveys provided by you to Willis Towers Watson hereunder ("Third Party Data") (Employee Data and Third Party Data are collectively referred to herein as "Other Data"). You may use the Online Platform only within your own company for internal human resources planning and may not modify, copy, sell or transfer the Online Platform or Surveys.

Your company must designate a "Primary Contact". The Primary Contact manages your company's online account (i.e., granting and revoking online access to other employees within your company). The Primary Contact must be a permanent (not temporary) employee of your company. All online users, including the Primary Contact must be employees of your company and duly authorized by your company to view the data submitted to the Surveys and/or Other Data, if applicable. Your company agrees to revoke access immediately in the event that any Primary Contact or online user ceases to be in the employment of your company, or is reassigned to a new role without responsibilities related to such data. Willis Towers Watson must be notified of any change in the name/details of the Primary Contact.

Under no circumstances may you make access to the Online Platform available to any third party, or share Surveys or any reports/output generated from your use of the Surveys and/or Online Platform ("Reports") (in whole or in part) with any such third party including, without limitation, any entity controlling, controlled by or under common control with your company, Willis Towers Watson's competitors and/or independent contractors working solely for your company without Willis Towers Watson's prior written consent. Your company shall be responsible for ensuring compliance with these Terms by any such third party. Surveys and/or Reports may not be reproduced in employee newsletters or posted on your company's intranet. Benefits Design Practices ("BDP") Surveys may be used in employee presentations only in aggregated form. Notwithstanding the foregoing, North America BDP Surveys that identify companies by name may only be used in presentations with human resources staff and senior management.

Your Responsibilities. You are responsible for: (a) the use and operation of the Online Platform; (b) obtaining all license rights necessary to use any Third Party Data that you use in connection with the Online Platform, including any rights that may be necessary to store such data on Willis Towers Watson's infrastructure; and (c) the installation, maintenance, operation, and performance of your computer systems used to access the Online Platform. You represent that you are the controller of any data that you submit to the Surveys and if applicable, any Employee Data that you provide to Willis Towers Watson hereunder. You retain all responsibility to third parties with respect to such data.

Service Quality. Willis Towers Watson provides the Online Platform on an "as is", "as available" basis and does not provide a warranty or guarantee of any kind as to the Online Platform and/or the content and information contained in the Online Platform, including, without limitation, the Surveys and/or Reports accessed via the Online Platform and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

Intellectual Property Rights. Willis Towers Watson and/or its third party licensors retain all intellectual property rights in the Online Platform, the content and information contained in the Online Platform, including, without limitation, the Surveys and/or Reports accessed via the Online Platform and the skills, know-how and methodologies used by Willis Towers Watson to provide such Surveys and/or Reports (including but not limited to Willis Towers Watson's proprietary Global Grading System and Career Level methodologies). Unauthorized use, access or duplication without prior written permission from Willis Towers Watson is prohibited. Willis Towers Watson reserves the right to monitor usage of the Online Platform for such purposes as it deems appropriate including, without limitation, security and compliance with these Terms. Notwithstanding the foregoing, you and/or your third party licensor shall retain ownership of all data that you submit to the Surveys and if applicable, any Other Data that you provide to Willis Towers Watson hereunder and the intellectual property rights in that data.

Any use of the information contained in the Online Platform is not a substitute for seeking expert legal, consulting or other advice on the reasonableness or appropriateness of compensation and/or benefits levels and practices.

Your company shall not refer to Willis Towers Watson or include any of Willis Towers Watson's work product (including, without limitation, the Online Platform, the Surveys and/or Reports and the information they contain) in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

Limitation of Liability. The aggregate liability of Willis Towers Watson and its employees, directors, officers, agents and subcontractors (the "Related Persons") whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses under or in connection with the Online Platform, the Surveys, the Reports and/or these Terms shall not exceed in aggregate the greater of (a) \$25,000 USD or (b) the total annual fees paid to Willis Towers Watson for the particular Surveys or if applicable, services, giving rise to such claim, unless otherwise agreed in writing. Nothing in these Terms shall exclude or limit the liability of Willis Towers Watson or our Related Persons in the case of: (a) death or personal injury resulting from Willis Towers Watson's or Willis Towers Watson's Related Person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall Willis Towers Watson or any of our Related Persons be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

General. The validity and interpretation of these Terms will be governed by the laws of the State of New York, United States of America, excluding its conflict of law rules. The parties submit to the exclusive jurisdiction of the State of New York, United States of America Courts to resolve any dispute between them, provided that Willis Towers Watson shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of Willis Towers Watson's proprietary rights. The parties hereby waive any right they may have to demand a jury trial. These Terms will apply to purchase orders generated by your company for services provided via the Online Platform. In the event of a conflict or inconsistency between the terms and conditions of such purchase orders and these Terms, these Terms will prevail. You shall not assign or otherwise transfer any rights or obligations under these Terms without Willis Towers Watson's prior written consent.

Confidential Information. Subject to separate, supplemental terms and conditions pertaining to your participation in the Surveys, if applicable ("Participation Terms"), each party shall protect all confidential information which the other party provides to it (whether orally, in writing or in any other form) using the same standards as the recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Each party's confidentiality obligations will not apply to information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) provided to it by a third party who is under no such obligation of confidentiality; or (iv) independently developed by it. If any court, regulatory authority, professional body or legal process requires the recipient to disclose information covered by this confidentiality obligation, then the recipient may make any such disclosure; provided that the recipient will, if permitted by law, advise the other party promptly of any such requirement and cooperate, at such other party's expense, in responding to it.

Data Protection. In the course of providing the services via the Online Platform, Willis Towers Watson may pass data, which may include individually identifiable information ("Personal Data"), (i) within our global network of Willis Towers Watson affiliated companies, including: (a) the applicable Willis Towers Watson contracting entity; and (b) Towers Watson Global Business Services Inc. in Manila, The Philippines, where Willis Towers Watson's Global Resource Center is located, which will be used to analyze data in connection with the Surveys; and (ii) to Jobable Limited, Willis Towers Watson's alliance partner located in Hong Kong, for purposes of analyzing data based on job skills and competencies in connection with the Surveys. Willis Towers Watson may also pass data to certain subcontractors, cloud service providers and other providers of IT services, who will be subject to appropriate data protection standards. Willis Towers Watson has processes in place to limit the collection, storage and usage of Personal Data only to data that is relevant, adequate and necessary for carrying out the purposes described in these Terms. In addition, Willis Towers Watson has put in place Data Transfer Agreements based on the EU Model Clauses to further protect Personal Data. Irrespective of where Willis Towers Watson receives or stores Personal Data, Willis Towers Watson confirms that, acting as data processor, Willis Towers Watson will take appropriate technical, physical and organizational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Willis Towers Watson will process Personal Data in accordance with our Data Processing Protocol, where applicable, as it may be updated from time to time, which is available at: <https://www.willistowerswatson.com/en-GB/Notices/data-processing-protocol-europe>. You and Willis Towers Watson shall each comply with applicable data privacy legislation and regulations. To the extent of any inconsistency between this Data Protection clause and any terms relating to the processing of Personal Data contained in the Participation Terms in effect between your company and Willis Towers Watson, the provisions of the Participation Terms shall prevail in relation to those Surveys.

Term/Termination. Access to Surveys will be available via the online platform for a duration of two (2) years beyond the general release date of the applicable Survey (one (1) year for Comp Online™). Access to Market Analysis and Compensation Design (Premium), Global Grading System (GGS) and/or SkillsVue will be available for a duration of one (1) year from activation, unless otherwise agreed in writing. These Terms will continue to apply during such period. Willis Towers Watson reserves the right to suspend access to the Online Platform (i) for purposes of routine or emergency maintenance and/or (ii) in response to applicable law or an order of any competent governmental or legal authority. If your company

violates any of the usage restrictions in these Terms, or fails to remit payment due in a timely manner and does not make such payment within ten (10) days after Willis Towers Watson notifies your company that such payment is overdue, then Willis Towers Watson may immediately suspend your company's access to the Online Platform without notice. Notwithstanding the foregoing, Willis Towers Watson may terminate these Terms and your company's access to the Online Platform for any reason or no reason upon thirty (30) days' prior written notice. Any of these Terms that would reasonably be intended to apply after termination will do so.

It is the express wish of the interested parties that these terms and conditions and any related documents be drawn up and executed in English. Les parties intéressées souhaitent expressément que cette entente et tous les documents s'y rapportant soient rédigés et signés en anglais.

By clicking the "I Agree" button, you represent and confirm that you have read and are authorized to accept and be bound by these Terms on behalf of your company. If you do not click the "I Agree" button, you will not be given access to the Online Platform.