

## McKinsey Solutions Agreement

McKinsey & Company, Inc. United States and its affiliates (“McKinsey”) offers a wide range of proprietary data- and analytics-driven tools and solutions across functions and industries (each a “Solution”), including those described at <http://www.mckinsey.com/solutions>. This McKinsey Solutions Agreement (the “agreement”) is an agreement between McKinsey and the legal entity (along with such entity’s affiliates, the “Client”) that executes or accepts this agreement or, if applicable, that executes the corresponding Proposal (as defined below) and governs the Client’s access to and use of the Solutions, including Solutions provided in connection with consulting services that McKinsey may have provided in the past, may be providing currently, and may provide in the future to the Client (the “Services”). With respect to either party, the term “affiliates” means any entities that directly or indirectly control, are controlled by, or are under the same control as, such party or any other entities affiliated with such party or entities.

1. **COVERED SOLUTIONS.** Subject to the conditions and limitations of this agreement and any applicable Proposal, McKinsey grants to Client a limited, revocable, non-exclusive, non-transferable right and license to access and use each Solution identified in such Proposal for the Client’s internal business purposes, including in connection with any related Services provided by McKinsey in connection with such Solution. The foregoing license shall apply for each applicable Solution for the term set forth in the applicable Proposal or, if no such term is provided, for the duration of McKinsey’s provision of Services in connection with such Solution; provided that such license may be immediately terminated and the Client’s use of such Solution suspended in the event of the Client’s material breach of this agreement. The scope of the Solutions and any related Services may be further described in McKinsey’s proposals and confirming memoranda submitted to the Client or as otherwise agreed by the parties, including one or more commercial agreements referencing the Solutions (each a “Proposal”). The Services shall include the evaluation or discussion of potential services and McKinsey’s preparation of Proposals, and the parties may meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. In order to be able to provide the Solutions and Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, McKinsey will rely on the Client’s timely cooperation, including the Client making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying McKinsey of any issues or concerns the Client may have relating to the Services.

2. **COMPENSATION.** The Client shall compensate McKinsey for its professional fees and expenses in connection with the Services, if any, as set forth in the applicable Proposal. The Client agrees that it will not, without McKinsey’s prior written permission, disclose the terms of this agreement or any Proposal (including McKinsey’s fees, expenses and other commercial terms) to any third parties (including the Client’s external procurement and other service providers). McKinsey will invoice the Client for professional fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable Proposal. All invoices are due and payable immediately on presentation. Should any invoice remain unpaid for more than 30 days after presentation, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31<sup>st</sup> day after presentation until the date of payment.

3. **CONFIDENTIALITY.** McKinsey will keep confidential any confidential information, including any personal data (as defined below), furnished by the Client to McKinsey in connection with the Services (“Confidential Information”). McKinsey will disclose Confidential Information only to its employees, agents and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, providing and maintaining the Solutions, including evaluating and improving Solution usage, performance and functionality and providing information to the Client regarding the same, or as otherwise requested or authorized by the Client, and will protect Confidential Information in accordance with the McKinsey Data Protection Protocols available at <https://solutions.mckinsey.com/msd/data->

[protocols.pdf](#) (the “Protocols”). Subject to its confidentiality obligations, McKinsey may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Client. To bring the best of McKinsey’s global resources to serve the Client, the Client agrees that McKinsey may transfer Confidential Information to geographies other than those in which it was collected or received, including to McKinsey affiliates and sub-processors that comprise or support McKinsey’s infrastructure and maintenance functions as set forth in the Protocols, to facilitate any activities authorized by the Client, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. Confidential Information shall not include information that is or becomes publicly available, already known to McKinsey, independently acquired or developed by McKinsey or legally required to be disclosed. McKinsey will reasonably cooperate with the Client, at its expense, in responding to any legally required disclosure. In performing the Services, McKinsey will use and rely primarily on information available from public sources and the Confidential Information, and the Client acknowledges that it is authorized to provide McKinsey with such Confidential Information for its use in connection with the agreed Services and that McKinsey will have no obligation to independently verify such information. At the Client’s election and notification to McKinsey, McKinsey shall promptly return or destroy any Confidential Information, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that McKinsey may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the Client. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure.

4. **DATA SECURITY.** Without limiting the foregoing, if McKinsey processes data as part of the Services and on behalf of the Client which relates to an identified or identifiable person (“personal data”), McKinsey shall (i) only process such personal data, including with respect to McKinsey’s use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorized in writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify the Client of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with the Client as required by applicable law or the Client’s request to document the personal data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. In the event that the Client transfers personal data that is subject to the General Data Protection Regulation (2016/679) to McKinsey outside of the European Economic Area, or where otherwise agreed by the parties or required by applicable law, the parties agree that the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (or any successor thereto), as applicable to McKinsey’s Services and available at <https://solutions.mckinsey.com/msd/sccs.pdf> shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. McKinsey will comply with the Client’s reasonable requests to furnish information regarding McKinsey’s processing activities as is reasonably necessary to enable the Client to verify that McKinsey is complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and McKinsey’s processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

5. **INTELLECTUAL PROPERTY.** Upon payment in full of McKinsey’s fees, if any, the Client will own all reports and other deliverables prepared for and furnished to the Client by McKinsey in connection with the Services, including any related Solution outputs (the “Deliverables”), save that McKinsey retains

ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services, including the Solutions themselves (the “McKinsey Tools”), it being understood that none of the McKinsey Tools will contain the Client’s Confidential Information. To the extent the Deliverables include any embedded McKinsey Tools, McKinsey hereby grants the Client a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the McKinsey Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of McKinsey materials and publicity. The Client agrees that, without McKinsey’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any McKinsey Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any McKinsey Tool or Deliverable.

6. DISCLOSURE OF MCKINSEY MATERIALS; PUBLICITY. McKinsey’s work for the Client is confidential and for the Client’s internal use only. McKinsey will not disclose the Deliverables to any third parties without the Client’s prior written permission. Similarly, the Client agrees that it will not disclose any materials or information that McKinsey furnishes to the Client, including the Deliverables, to any third parties without McKinsey’s prior written permission. Each party further agrees not to use the other party’s name or trademarks in any communication with any third party without the other party’s prior written permission.

7. SERVING COMPETITORS. It is McKinsey’s long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising McKinsey’s professional responsibility to maintain the confidentiality of client information. Consistent with such practice and McKinsey’s confidentiality obligations to its other clients, McKinsey is not able to advise or consult with the Client about McKinsey’s serving the Client’s competitors or other parties. Nothing in this section shall operate to limit or reduce McKinsey’s obligations with respect to the Client’s Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto.

8. LIMITATION OF LIABILITY. The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. McKinsey does not supplant the Client’s management or other decision-making bodies and does not guarantee results. The Solutions and Deliverables are provided AS IS and McKinsey makes no representations or warranties as to the accuracy or effectiveness of any Solution or Deliverable and has no obligation to maintain, update or correct any Solution or Deliverable except as otherwise expressly agreed in an applicable Proposal. The Client remains solely responsible for its decisions, actions, use of the Deliverables, including its use of Solutions and Solution outputs, and compliance with applicable laws, rules and regulations. The Client agrees to pay for any costs, including attorney fees, McKinsey incurs as a result of its participation as a non-party in any legal, regulatory, administrative or other proceeding relating to the Services. In no event shall McKinsey’s liability to the Client in connection with a Solution or related Services exceed the fees received by McKinsey from the Client in connection with the engagement pursuant to which such Solution and/or Services are provided. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9. TERM AND TERMINATION. This agreement takes effect on the date the Services commenced and shall continue until terminated in accordance with its terms. Except as otherwise provided in the applicable Proposal, either party may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Client will pay McKinsey’s fees and expenses up to the effective date of termination.

10. **MISCELLANEOUS.** This agreement and the Proposals constitute the entire agreement between the parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. In the event of any conflict between this agreement and any Proposal, the Proposal will govern. This agreement and the Proposals shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles and shall inure to the benefit of and be binding on the successors and assigns of the Client and McKinsey. The following Sections shall survive the completion or any termination of the Services: 3 (Confidentiality), 4 (Data Security), 5 (Intellectual Property), 6 (Disclosure of McKinsey Materials; Publicity), 7 (Serving Competitors), 8 (Limitation of Liability), 9 (Term and Termination) and 10 (Miscellaneous) and any other provision which by law or by its nature should survive. Neither party may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment shall not relieve either party of its obligations hereunder. McKinsey is an independent contractor and not the Client's agent or fiduciary. Notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no purchase order, invoice or other similar document issued by a party shall be construed to modify the terms of this agreement. Rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. This agreement is strictly a commercial contract and may not be used for purposes of providing services to government or public sector entities without the express prior agreement of the parties.