# Skills+ Optional Module (US)

These Skills+ Optional Module Terms govern the Customer's access to and use of the Skills+ New Module made available by Retain International Software (USA) LLC ("**Retain**") as an optional module to the Product(s) and form part of the Agreement ("**Skills+ Terms**"). Capitalised terms not defined in these Skills+ Terms have the meanings given in the Agreement.

## 1. SCOPE, PRECEDENCE AND ROLES

1.1 Scope. These Skills+ Terms apply where the Customer purchases, activates or otherwise uses the Skills+ New Module as an optional add-on to the Product(s).

1.2 Precedence. If there is any conflict between these Skills+ Terms and the Agreement concerning the Skills+ New Module, these Skills+ Terms shall prevail, except in relation to liability, exclusions or limitations of liability, and data protection, which shall remain governed by the Agreement unless expressly stated otherwise in these Skills+ Terms.

## 2. DEFINITIONS

2.1 Definitions are as set out in the Agreement unless otherwise set out herein, in addition to;

**"Services"** means the functionality and services made available through the Skills+ New Module, which may incorporate or rely upon Third Party Software.

**"Skills+ New Module"** means the optional Retain Skills+ module made accessible through the Product(s) in accordance with the Agreement, which may include:

(a) access to the skills database and associated functionality; and

(b) CV-scanning and parsing functionality, if and when made available by Retain at its discretion.

**"Outputs"** derivative outputs of the Services limited for internal use only for skills management limited to the following;

- Skill-to-role matching reports
- Heatmaps of skill coverage across teams
- Gap analysis showing where skill levels fall short of project requirements
- Forecasts of future skill needs based on current assignments
- Individual skill matrices
- Team competency dashboards
- Skill evolution timelines (how a person's skills have developed over time)
- Exportable profiles for HR or project planning use
- Custom reports for internal leadership
- skills analytics is only used for the purpose of resource management, resource planning, and upskilling.

## 3. SERVICES

3.1 The Services are accessed via Retain Products and subject to the terms of the Agreement, in addition to these Skills+ Terms.

3.2 **Restrictions:** Customer may only use the Services for its own internal purposes in accordance with the Agreement. Except for the limited right to access and use the Services in accordance with the Agreement and these Skills+ Terms, no rights in or to the Services are granted to the Customer. Customer shall not, and will require that all Authorised Users who access the Services do not (i) modify or create derivative works of the Services; (ii) sublicense, lease, sell, rent, publish, display outside the Customer organisation, loan, distribute or lease, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the Services including any Outputs obtained from the Services except as contemplated by this Agreement and strictly limited for internal use only; (iii) use the Services in connection with any product or software other than the Retain Product or beyond the defined scope of use for the Retain Product as set out in the Agreement; (iv) distribute the Services and/or Outputs as a stand-alone product other than as permitted by this Agreement; (v) reverse-assemble the Services without the prior written consent of Retain; (vi) access, reverse engineer, or make available to any third party any interface or functionality of the Services, or otherwise documented by Retain for public use; (vii) use the Services in any manner or for any purpose that violates any law or regulation, including but not limited to Intellectual Property Rights, or rights of privacy; (viii) sell, lease, share, transfer, or sublicense the Services; (ix) use the Services in a manner that fails to comply or is inconsistent with any part of the documentation provided or available to you in connection with this Agreement; (x) use the Services in a product or service that substantially replicates or competes with products or services offered by Retain; (xi)

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cause, assist or permit any third party to do any of the foregoing.

3.3 **Customer shall not use any automated means or form of scraping or data extraction to access, query or otherwise collect Retain content from the Retain Products, or otherwise access the Retain Products by any automated means or process, except as expressly permitted by Retain. Customer shall not use the data downloader to create a dataset or datasets used by any another application such as, e.g., an internal data dashboard. Whilst the Customer can use the Outputs, the licence to use is strictly limited as set out in the Agreement and the Customer is not permitted to extract the Retain skills library in whole or in part or use the mechanisms to extract such as screen scraping or to resell the data e.g. hot skills/cold skills or the Retain skills taxonomy whatsoever. The Retails Skills library is licenced from a third party and any material breach of these Skills+ Terms shall constitute a material breach of the Agreement and may result in suspension or termination in accordance with the Agreement.**

3.4 Customer and all Authorized Users will be required to log in to the Retain and will get access to any updates as may be released from time to time. Updates or upgrades to the Third Party Software may require Retain to alter Services so they work with the third party's API. In the event Retain implements any material change to the Services, Retain will notify Customer. Retain reserves the right to change the Services on shorter notice if necessary due to a compromise to the Services' security.

3.5 Customer shall not distribute any part of the Services to a third party in any manner that allows it to be further manipulated for that third party's independent use. For the avoidance of doubt this does not restrict the Customer from using a derivative output from access to the Services for use of the Retain Products for the authorised purposes of the Agreement to schedule Customer's resources for internal purposes only.

3.6 Whilst Retain's Service Charter applies to the use of the Services, the Customer acknowledges that any issues with the Services relating to Third Party Software may impact the performance of the Services for which Retain will use reasonable endeavours to fix the fault as soon as possible which will be dependent upon the third party's SLAs and the third party's resolution of the fault.

**4. DISCLAIMERS**

4.1 Because of the nature of AI and analytical technologies, Retain does not warrant the accuracy, completeness or suitability for any particular purpose of any Outputs and has no obligation to update or correct them. The Customer is responsible for reviewing the Outputs and determining their suitability before relying upon or using them.

4.2 The reports and forecasts in the Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Retain, via its third party supplier uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Services may differ significantly from actual circumstances or outcomes. In addition, Retain cannot make any representation of the completeness of data aggregated from any source.

4.3 The Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

4.4 Retain via its third party supplier, updates and upgrades Third Party Software periodically. Retain is not obligated to continue to provide the Services, which are being supplied at no additional charge which can be withdrawn at any time or support legacy versions of any product or service or make legacy versions of products or services available to Customer.

4.5 EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES, DATA AND OUTPUTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RETAIN DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER OR THOSE OF ANY THIRD PARTY. AND, IN PARTICULAR, RETAIN DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT

INTERRUPTION, SUBJECT TO THE APPLICABLE SERVICE LEVEL AGREEMENT. RETAIN DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE SERVICES, DATA OR OUTPUTS OR THE RESULTS TO BE OBTAINED FROM THEIR USE. THE CUSTOMER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF, AND ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON, THE SERVICES, DATA OR OUTPUTS.

5. **TERMINATION**

5.1 The termination provisions of the Agreement apply to the Skills+ New Module. Without limiting those provisions:

(a) the Customer's right to access and use the Skills+ New Module shall automatically terminate when the Agreement, the applicable Product Order or the Customer's entitlement to use the Skills+ New Module terminates or expires; and

(b) Retain may suspend access to the Skills+ New Module where it reasonably believes that the Customer or an Authorised User is using it in material breach of the Agreement or these Skills+ Terms.

6. **THIRD PARTY SERVICES**

6.1 The Services may contain features designed to interoperate with applications or services separately provided to Customer by third parties. Any operation or transaction completed via any third-party website, system, platform, or application is between Customer and the relevant third party and Retain disclaims any liability for such third-party services.

7. **CHANGES TO THESE SKILLS+ TERMS**

7.1 Where Retain continues to provide the Skills+ New Module, Retain may update, modify, replace or remove features or functionality from time to time, including to reflect changes to Third Party Software, technology, security, applicable law or regulation. Such changes may affect the functionality or availability of individual features.

7.2 Nothing in this clause 7 limits Retain's right under clause 5.1(b) to suspend, withdraw or discontinue the Skills+ New Module in whole or in part.

**8. SURVIVAL**

Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities accrued before the date of termination or expiry. Any provision which expressly or by its nature is intended to survive termination or expiry shall continue in full force and effect.

**9. INTERPRETATION**

9.1 These Skills+ Terms form part of the Agreement. The terms of the Agreement shall apply to the Skills+ New Module, where applicable, except to the extent expressly varied by these Skills+ Terms.

9.2 For the avoidance of doubt, the AI Feature Terms also apply to the use of any AI features within the Skills+ New Module.

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