

GP STRATEGIES CORPORATION

SOFTWARE-AS-A-SERVICE AGREEMENT

For Gomo learning (Gomo authoring and/or Gomo hosting) and/or Gomo video

Standard Terms and Conditions Schedule

This Software-as-a-Service Agreement is between the GP Strategies Corporation or the relevant GP Strategies affiliate identified in the Sales Order Form ("GP Strategies") and the entity that wishes to use the Gomo learning and/or Gomo video Software-as-a-Service (as identified in the Sales Order Form) ("Client"), and describes the terms and conditions pursuant to which GP Strategies as an authorised Gomo reseller, will provide the Gomo Software-as-a-Service to the Client. By use of the Services described herein, the Client agrees to be bound by the terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Affiliate" means at any time a party that, directly or indirectly, partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, either of the parties to this Agreement, including but not limited to direct and indirect subsidiaries of an ultimate parent holding company.

"Agreement" means this GP Strategies Software-as-a-Service Agreement for Gomo learning and/or Gomo video to which the Client is required to agree before using the Services comprising the Sales Order Form(s) and this Standard Terms and Conditions Schedule.

"Application(s)" means the software application(s) Gomo learning and/or Gomo video, each time as applicable, as licensed by the Client and made available by GP Strategies through the Software-as-a-Service in accordance with these terms and conditions.

"Authorized Users" means employees, agents or contractors of the Client and its Affiliates issued with passwords by the Client's account or system owner to access the Software-as-a-Service and use the Software-as-a-Service in accordance with this Agreement. Authorized Users include the Client's administrator(s), editors, reviewers and/or learners/students (as applicable).

"Authorized Support Contacts" means up to two (2) Client system administrators that may log Support tickets with GP Strategies, provided that in the case of Gomo learning, any administrator(s), editor(s) and reviewer(s) can log tickets directly through Gomo learning as outlined in clause 5.11.

"Bandwidth" means the rate of data transfer, bit rate or throughput to the Software-as-a-Service paid for by the Client as identified in the Sales Order Form and/or as may be varied by GP Strategies pursuant to this Agreement.

"Client Content" means the (personal) data, information and (video) material uploaded, created in or input to Gomo learning and/or Gomo video and stored by GP Strategies or its Affiliates (including but not limited to Gomo Learning Limited, a company incorporated in England & Wales (company registration number 05312722), having its registered office and business address at Projects The Lanes, Nile House, Nile Street, Brighton, East Sussex BN1 1HW, United Kingdom) on behalf of the Client within Gomo learning and/or Gomo video.

"Confidential Information" means all (1) Client Content and (2) information concerning the business, finances, technology, clients or commercial affairs of a party or its clients which, by its nature, would be reasonable known to be confidential.

"Fees" means the annual fees or other fees payable for the Services by the Client to GP Strategies specified in the Sales Order Form or separately agreed upon, as may be varied pursuant to clause 6.5 this Agreement.

"Gomo learning" means, as applicable and as further defined in the Sales Order Form, the software application(s) Gomo authoring and/or Gomo hosting, as licensed by and made available to the Client by GP Strategies or its Affiliates through the Software-as-a-Service, including the creation, editing, publishing, hosting, and/or analytics service and functionality as more specifically described in the Service Documentation, as such Application may be varied, updated, upgraded, enhanced and/or amended by GP Strategies or its Affiliates from time to time.

"Gomo video" means, as applicable and as further defined in the Sales Order Form, the software application Gomo video, as licensed by and made available to the Client by GP Strategies or its Affiliates through the Software-as-a-Service, including the video creation, editing, and publishing service and functionality, as such Application may be varied, updated, upgraded, enhanced and/or amended by GP Strategies or its Affiliates from time to time.

"Hosting Facility" means any third party hosting facility or facilities used by GP Strategies or its relevant Affiliate for hosting Gomo learning, Gomo video and/or the Portal, (currently with Amazon Web Services), as may be changed from time to time by GP Strategies or its relevant Affiliate in accordance with this Agreement.

"Initial Term" means as defined in the Sales Order Form.

"Intellectual Property Rights" means patents, trademarks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, database rights, design rights, trade and business names and any other similar protected rights in any country.

"Normal Business Hours" means, for non-US Clients, between 09.00 and 17.00 United Kingdom time and, for US Clients, between 09:00 and 17:00 EST on weekdays, not including any UK or US (as applicable) public holidays.

"Portal" means the point of access to Gomo learning located at the web address provided to the Client for that purpose as the same may be varied by GP Strategies or its relevant Affiliate from time to time subject to prior notice to the Client.

"Renewal Term" means as outlined in clause 13 or as otherwise defined in the Sales Order Form.

"Sales Order Form" means the quotation, order form, signature page, webpage statement of work, or other document referencing this Agreement and specifying the relevant agreed commercial terms (including the Fees, and detail of the Application(s) licensed to be made available through the Software-as-a-Service and the Services) as accepted by the Client prior to the Start Date. The Sales Order Form may be attached to this Agreement or may be included in a separate (digital) document(s) or website making reference to this Agreement.

"Services" means any service rendered to Client by GP Strategies or its relevant Affiliate under this Agreement as specified in the Sales Order Form or agreed upon separately, including (1) providing the Client access to the Software-as-a-Service, and (2) the Support Services.

"Service Documentation" means the applicable parts of the description of Gomo learning and/or Gomo video (as applicable) supplied to the Client as may be varied or amended from time to time by GP Strategies or its relevant Affiliate.

"Service Level Terms" means the service level terms specified in Clauses 4 and 5 as part of the Services under this Agreement.

"Software-as-a-Service" means Gomo learning (as made available to the Client through the Portal) and/or Gomo video, each time as applicable, as hosted from the Hosting Facility and made available to the Client, subject to the terms and conditions of this Agreement.

"Start Date" means the date set out in a Sales Order Form, or, if earlier or in the absence of a date being specified, the first date on which one or more Authorised Users are given access to the Software-as-a-Service.

"Storage Capacity" means the maximum authoring data and/or video storage capacity within the Software-as-a-Service to be used by, and paid for by the Client as identified in the Sales Order Form or, where not so specified, as determined by GP Strategies.

"Support Services" means the support services described in this Agreement.

"Year" means a 12 month period starting on the Start Date or any anniversary thereof.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.4 Anything agreed in a Sales Order Form takes priority over the terms and conditions set out in this Standard Terms and Conditions Schedule. Except as set out in this Agreement, no other terms shall apply, even where specified in the Client's purchase order or otherwise.

2 PROVISION OF THE SERVICES

2.1 In consideration of the payment of the applicable Fees and subject to the terms and conditions (including any license restrictions) of this Agreement, GP Strategies or its relevant Affiliate shall for the duration of this Agreement provide the Client with, as applicable:

- 2.1.1 access to the Software-as-a-Service and the right to use the Software-as-a-Service by its Authorized Users;
- 2.1.2 the Support Services;
- 2.1.3 the Storage Capacity;
- 2.1.4 the hosting, video and/or analytics capability (as applicable) up to the agreed Bandwidth level and, where so agreed in the Sales Order Form, for distribution to (up to) the licensed number of students/learners; and
- 2.1.5 such other Services as may be agreed in the Sales Order Form, or otherwise agreed between the parties in writing.

2.2 Any services or resources provided by GP Strategies or its relevant Affiliate in addition to those referred to in clause 2.1 shall be charged to the Client on a time and materials basis (on GP Strategies or its relevant Affiliate standard rates notified to the Client) or on such other basis and subject to such terms and conditions as may be mentioned on the Sales Order Form or separately agreed between the parties.

2.3 Client Content is only available through the Software-as-a-Service for the term of this Agreement and, subject to the terms and conditions of this Agreement, including but not limited to clause 11, shall be deleted by Gomo after termination of this Agreement.

2.4 GP Strategies or its relevant Affiliate may make changes, updates, upgrades and/or enhancements to Gomo learning, Gomo video, the Portal, the Support Services, the Service Level Terms and/or the Services from time to time. Changes to Gomo learning and Gomo video as made in accordance with this clause shall normally be scheduled in advance.

3 ACCESS TO SOFTWARE-AS-A-SERVICE INCLUDING GRANT OF LICENCE

3.1 GP Strategies hereby grants to the Client, on and subject to the terms and conditions of this Agreement, from the Start Date, a non-exclusive, limited, non-transferable, non-sublicensable right and licence to access and use the Services and to allow Authorised Users to access and use the Software-as-a-Service throughout the term of this Agreement for its legitimate Client Content creation and publishing (and related hosting and analytics, as applicable) purposes, subject however to the specific license restrictions included in this Agreement.

3.2 GP Strategies or its relevant Affiliate will provide the Client with access to the Software-as-a-Service from the Start Date at the administrator level which will allow the Client to configure the Application and assign usernames and passwords ("Log-ins") that will allow access to the Software-as-a-Service at the level selected by the administrator.

3.3 The Client shall be responsible for any unauthorized use of the Log-ins to the Software-as-a-Service. GP Strategies or its relevant Affiliate will take reasonable steps to prevent unauthorized use of the Software-as-a-Service upon being notified of any misuse of Log-ins by the Client.

3.4 The Client is responsible for ensuring that: (i) the Authorized Users have adequate access to the internet, (ii) the Client's systems and firewalls do not hinder or prevent access to the Software-as-a-

Service, (iii) the Authorized Users have an up to date browser supported by the Application(s) and Software-as-a-Service (as identified in the Service Documentation).

3.5 GP Strategies or its relevant Affiliate shall use up to date industry recognised virus protection software in the operation of the Software-as-a-Service.

3.6 GP Strategies shall be entitled to suspend the Client's access to the Software-as-a-Service: (i) on reasonable notice to the Client for such period as may be reasonably required for maintenance, repairs and/or improvements; and (ii) without prior notice to the Client for exceptional operational reasons, and in such circumstances GP Strategies shall, if requested, provide the Client with an explanation for any such suspension.

3.7 GP Strategies or its relevant Affiliate will use commercially reasonable efforts to prevent unauthorised access to the Client Content and the Software-as-a-Service, and GP Strategies will notify the Client of any material security breaches or holes in connection with the Services known to it. The Client acknowledges that the Software-as-a-Service and data transmitted to the Services are provided via the internet, a publicly-available computer network, and that such publicly-available networks are susceptible to failure, attack and hacking.

4 MAINTENANCE AND AVAILABILITY

4.1 Maintenance for the Software-as-a-Service is included as part of the Services. Maintenance includes Application software upgrades, bug-fixes, patches, error corrections and enhancements, at no additional charge, when any of them are developed by Gomo Learning Limited and made available, without customisation, to Gomo Learning Limited's clients generally at no additional cost, AND ANY SUCH SOFTWARE UPGRADES, BUG FIXES, PATCHES, ERROR CORRECTIONS AND ENHANCEMENTS SHALL BE APPLIED BY GP STRATEGIES 'S RELEVANT AFFILIATE AT ITS SOLE DISCRETION AT SUCH TIME AND IN SUCH WAY AS IT DEEMS BEST, and shall become part of (the relevant component of) the Applications(s) and the Software-as-a-Service, the Intellectual Property Rights in which shall remain with and vest in Gomo Learning Limited and/or its licensors and be licensed to the Client by GP Strategies as part of the Software-as-a-Service pursuant to clause 3.1.

4.2 GP Strategies reserves the right to amend the Service Level Terms at any time, so long as the amendment does not have a material adverse effect on the Client. The Service Level Terms are limited to those events and service levels within GP Strategies or its relevant Affiliate's commercially reasonable control and do not include events or services or security failures resulting from any actions or inactions of the Client or any third parties not under GP Strategies or its relevant Affiliate's direct control (including but not limited to Client or third party equipment and internet or telecommunications providers).

4.3 Service availability is defined as the amount of time that the Software-as-a-Service is available to the Client and capable of performing operations, excluding Scheduled Maintenance Down Time (as defined below) and non-availability caused by actions or inactions of the Client. Non-availability is the amount of time (excluding Scheduled Maintenance Down-Time) that the Software-as-a-Service is either not available or not capable of performing operations. The Software-as-a-Service will be available 98% of the time calculated over each Year. Scheduled Maintenance Down-Time will not be included when calculating the availability of the Software-as-a-Service.

4.4 The Client accepts that GP Strategies or its relevant Affiliate will require scheduled down-time periods from time to time to perform system maintenance, backup and upgrade functions for the Software-as-a-Service ("Scheduled Maintenance Down-Time"). Scheduled Maintenance Down-Time will usually take place between the hours of 6am and 8am UK time and will typically take between 30 minutes and one hour, and is aimed to minimise disruption to the Client's use of the Services.

4.5 GP Strategies or its relevant Affiliate will use its reasonable endeavours to ensure that Scheduled Maintenance Down-Time is at times and for periods which minimise inconvenience to the Client. The measurement for Scheduled Maintenance Down-Time is the time elapsed from when the Software-as-a-Service becomes unavailable to perform operations to the time when the Software-as-a-Service becomes available to perform operations again.

5 GP STRATEGIES SUPPORT SERVICES

5.1 GP Strategies’ Support Services consist of the services set out in this Clause 5 and as may be further specified in the Sales Order Form.

5.2 GP Strategies or its relevant Affiliate shall only provide support to the Client's Authorized Support Contacts only using either e-mail, ticketing system or such other means as communicated by GP Strategies.

5.3 Support requests can be made and shall normally be responded to by GP Strategies or the applicable Affiliate between Normal Business Hours.

5.4 GP Strategies will in its sole discretion prioritize support requests related to the Software-as-a-Service into four levels, as follows:

SEVERITY LEVEL	DESCRIPTION	RESPONSE TIME
CRITICAL	All users and/or critical functions affected. Software-as-a-Service completely unavailable	1 hour
SEVERE	Large number of users and/or critical functions affected	2 hours
MEDIUM	Limited number of users and/or functions affected. Business processes can continue	24 hours
MINOR	Few users and/or functions affected. Business processes can continue	2 working days

5.5 “Response Time” refers to the response time by which GP Strategies will communicate (by email, online case management system or telephone) with the Client in respect of the reported problem. It does not refer to the time in which the reported problem will be resolved by GP Strategies or its relevant Affiliate. Response Times are calculated on the basis of Normal Business Hours.

5.6 Subject to Clause 5.8, GP Strategies shall provide its reasonable efforts to resolve Critical and Severe tickets as soon as possible and any other tickets as soon as practicable, always during Normal Business Hours. GP Strategies shall also provide its reasonable efforts to communicate ticket progress to the Client from time to time.

5.7 When reporting an error or fault in, or connection with the Application(s) or Software-as-a-Service, the Client shall provide sufficient material and information to enable GP Strategies or its relevant Affiliate to duplicate or identify the error or fault being reported by the Client, and GP Strategies or its relevant Affiliate shall only be held to address such error or fault after notification of the same by the Client.

5.8 GP Strategies shall not be obliged to provide support in respect of:

- 5.8.1 any error or fault attributable to Force Majeure (as defined below);
- 5.8.2 incorrect use of, or damage to the Application(s) or the Services from whatever cause other than any act or omission by GP Strategies or its relevant Affiliate or any party under their control;
- 5.8.3 Client’s failure to maintain the necessary environmental conditions for use of the Services; and/or
- 5.8.4 Breach of the Client’s obligations under this Agreement.

5.9 Unless where so explicitly stated in a Sales Order Form, Support Services do not include:

- 5.9.1 Client or Authorized Users training;

- 5.9.2 Client custom themes and functionality; and/or
- 5.9.3 Third-party functionality that has been developed and made available to the Client within or in conjunction with Gomo learning and/or Gomo video.

5.10 To the extent additional Support Services have been agreed upon in a Sales Order Form or otherwise (including the services mentioned under 5.9.1, 5.9.2 and 5.9.3), GP Strategies shall provide its reasonable efforts to provide such services in accordance with the relevant Sales Order Form and/or agreed levels of service without any guarantee that results envisaged by the Client will be achieved, except where so expressly otherwise agreed in writing.

ADDITIONAL GOMO LEARNING SUPPORT SERVICES

5.11 The Client may also raise Gomo learning related support tickets directly through Gomo learning with Gomo Learning Limited. Where the Client chooses to do so, such support and any related communication and liability shall be solely governed by this Agreement.

5.12 In such case, Gomo Learning Limited may provide such direct support to the Client's Authorized Users using either e-mail, live chat, ticketing system or such other means as may be communicated by Gomo Learning Limited, as it deems reasonable under the circumstances.

6 FEES AND PAYMENT

6.1 The Client shall pay GP Strategies all Fees within 30 days of the date of receipt invoice, without deduction, set-off or counterclaim. If Customer requires a purchase order (P.O.), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW. All Fees are exclusive of all applicable taxes (such as VAT) which shall, if applicable, be payable in addition. Unless expressed otherwise in the Sales Order Form, the Fees shall be payable annually in advance.

6.2 If the Client does not make payment by the due date, GP Strategies may, without prejudice to any other rights and remedies at its option, suspend the Client's access to the Software-as-a-Service.

6.3 If the Client fails to make a payment (which has not been disputed in accordance with Clause 5.9) to GP Strategies in accordance with this Clause 6, GP Strategies will be entitled to (i) charge interest on the overdue amount at a rate of 1.5% per month compounded monthly from 30 days after the invoice date until the date of payment, and (ii) recover on demand from the Client the costs (including attorneys' costs) incurred by GP Strategies in collecting or recovering the payment due from the Client.

6.4 Where the Client wishes to dispute an invoice or part of an invoice it will do so as soon as reasonably practicable and in any event within 15 working days of receipt of the applicable invoice, after which period its right to dispute an invoice shall lapse.

6.5 GP Strategies may at the end of the Initial Term, applicable Renewal Term and/or applicable subscription period increase the Fees with at least 90 days' advance notice in writing.

7 WARRANTIES

7.1 GP Strategies hereby warrants to the Client that it and its relevant Affiliate will provide the Services:

- 7.1.1 with reasonable skill and care;
- 7.1.2 using appropriately qualified and experienced personnel; and
- 7.1.3 in accordance with all applicable laws.

7.2 The Client hereby warrants to GP Strategies that:

- 7.2.1 it will use reasonably commercial endeavours, including using up-to-date virus-checking routines, to ensure that its data and content transmitted to the Services remain free from viruses and other malicious code;
- 7.2.2 in using the Services it will comply with all applicable laws; and
- 7.2.3 it will not upload any material or content through the Software-as-a-Service which causes or may reasonably cause harm to GP Strategies' s or its relevant Affiliate's servers or to the provision of the Services.

8 THE CLIENT'S PARTICIPATION

8.1 The Client shall ensure that its computer systems used for accessing and using the Software-as-a-Service meet the minimum requirements as required by and made known to the Client by GP Strategies or its relevant Affiliate.

8.2 The Client shall each time provide GP Strategies in a timely fashion with such assistance and information as GP Strategies may reasonably require in the set up and provision of the Services.

8.3 The Client is responsible for all Client Content and acknowledges that GP Strategies or its relevant Affiliate is not obliged to, but may screen and/or monitor the Client Content. The Client shall ensure that:

8.3.1 Client Content does not contain any material that is defamatory, discriminatory, obscene or offensive or reasonably likely to cause offence;

8.3.2 It has all necessary rights, authorisations, licences and consents to upload input and/or create the Client Content to/in the Software-as-a-Service; and

8.3.3 the Software-as-a-Service is not to be used for file sharing purposes or any other purposes that may adversely impact GP Strategies' or its relevant Affiliate's servers and systems. GP Strategies or its relevant Affiliate may temporarily suspend or limit all or any part of the Services where it, in its sole option, determines that this clause is being breached by the Client.

8.4 GP Strategies reserves the right, in its sole discretion, to take such action as it considers appropriate with regard to any Client Content which may give rise to a claim against GP Strategies, Gomo Learning Limited or its relevant Affiliate or which it considers to be defamatory, discriminatory, obscene, offensive, illegal or reasonably likely to cause offence.

8.5 A fair use policy shall apply in regard to all aspects of the Services and GP Strategies may temporarily suspend or limit all or any part of the Services where it, in its sole option, determines that such policy is being violated.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Client acknowledges that all Intellectual Property Rights in (any and all parts of) Gomo learning, Gomo video, the Documentation, the Software-as-a-Service and all other parts of the Services, including but not limited to the structure and arrangement of the Client Content within the Software-as-a-Service, shall vest in and be the property of Gomo Learning Limited or its licensors (as applicable). The Client will not obtain any rights in (any part of) Gomo learning, Gomo video, the Documentation, the Software-as-a-Service or any other parts of the Services, other than those expressly granted to it under this Agreement.

9.2 Subject to Clause 9.1, nothing in this Agreement or the use of (any part of) the Services by the Client and its Authorized Users shall transfer ownership of any Intellectual Property Rights in the Client Content to GP Strategies, Gomo Learning Limited, or any of their Affiliates. All Intellectual Property Rights in the Client Content shall be and remain the property of the Client or its licensors (as applicable). The Client hereby grants GP Strategies, Gomo Learning Limited, and/or its relevant Affiliate a revocable, non-exclusive, limited, royalty free, non-transferable licence to publish and store the Client Content as part of the Services for the duration of, and the purposes as envisaged by this Agreement.

10 INDEMNITIES

10.1 GP STRATEGIES SHALL DEFEND AND INDEMNIFY THE CLIENT AND KEEP THE CLIENT INDEMNIFIED AGAINST ANY AND ALL LOSSES, DAMAGES AND REASONABLE AND VERIFIABLE COSTS AND EXPENSES INCURRED BY THE CLIENT AND ARISING OUT OF ANY AND ALL ACTIONS, CLAIMS OR PROCEEDINGS BY A THIRD PARTY ALLEGING THAT USE BY THE CLIENT OF THE APPLICATION(S) (BUT NOT ANY CLIENT CONTENT STORED THEREIN) IN ACCORDANCE WITH THIS AGREEMENT INFRINGES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ("A CLAIM") PROVIDED THAT: (I) THE CLIENT SHALL IMMEDIATELY NOTIFY GP STRATEGIES IF A CLAIM IS MADE AGAINST THE CLIENT AND AGREES TO GRANT TO GP STRATEGIES EXCLUSIVE CONTROL OF THE CLAIM INCLUDING THE SETTLEMENT THEREOF; (II) THE

CLIENT SHALL AT THE REQUEST AND EXPENSE OF GP STRATEGIES AFFORD TO GP STRATEGIES , GOMO LEARNING LIMITED AND/OR THE RELEVANT AFFILIATE ALL REASONABLE ASSISTANCE FOR THE PURPOSE OF CONTESTING, NEGOTIATING OR SETTLING THE CLAIM; (III) THE CLIENT SHALL NOT MAKE ANY ADMISSIONS (SAVE WHERE REQUIRED BY COURT ORDER OR GOVERNMENTAL REGULATIONS) WHICH MAY BE PREJUDICIAL TO THE DEFENCE OR SETTLEMENT OF THE CLAIM WITHOUT THE APPROVAL OF GP STRATEGIES (NOT TO BE UNREASONABLY WITHHELD OR DELAYED). IF THERE IS A CLAIM, GP STRATEGIES , GOMO LEARNING LIMITED AND/OR THE RELEVANT AFFILIATE MAY: (A) TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE IN ITS SOLE DISCRETION INCLUDING BUT NOT LIMITED TO CHANGING THE APPLICATION(S) TO AVOID OR SETTLE ANY SUCH CLAIM, (B) (PARTLY) SUSPEND THE CLIENT'S USE OF THE SOFTWARE-AS-A-SERVICE IN WHICH CASE GP STRATEGIES SHALL EXTEND THE CONTRACTED SUBSCRIBED-FOR PERIOD OF USE BY THE PERIOD OF SUSPENSION AND THE RENEWAL DATE SHALL BE ADJUSTED ACCORDINGLY, AND/OR (C) (PARTLY) TERMINATE CLIENT'S USE OF THE SOFTWARE-AS-A-SERVICE IN WHICH CASE GP STRATEGIES SHALL PAY THE CLIENT AN AMOUNT EQUIVALENT TO THE UNUSED PART OF THE CONTRACTED SUBSCRIPTION PERIOD CALCULATED ON A STRAIGHT LINE BASIS.

10.2 THE CLIENT SHALL INDEMNIFY GP STRATEGIES, GOMO LEARNING LIMITED AND ITS RELEVANT AFFILIATE ("INDEMNIFIED PARTIES") AND KEEP THE INDEMNIFIED PARTIES INDEMNIFIED AGAINST ANY AND ALL LOSSES, DAMAGES AND REASONABLE AND VERIFIABLE COSTS AND EXPENSES INCURRED BY THE INDEMNIFIED PARTIES AND ARISING OUT OF ANY AND ALL ACTIONS, CLAIMS OR PROCEEDINGS BY A THIRD PARTY ALLEGING THAT THE POSSESSION, PROCESSING, PUBLISHING, STORAGE OR USE BY (ANY OF) THE INDEMNIFIED PARTIES OF THE CLIENT CONTENT IN ACCORDANCE WITH THIS AGREEMENT INFRINGES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ("A CLAIM") PROVIDED THAT: (I) GP STRATEGIES SHALL AS SOON AS REASONABLY PRACTICABLE NOTIFY THE CLIENT IF A CLAIM IS MADE AGAINST (ANY OF) THE INDEMNIFIED PARTIES AND AGREES TO GRANT TO THE CLIENT EXCLUSIVE CONTROL OF THE CLAIM INCLUDING THE SETTLEMENT THEREOF (NOT TO (ANY OF) THE INDEMNIFIED PARTIES' DETRIMENT); (II) GP STRATEGIES SHALL AT THE REQUEST AND EXPENSE OF THE CLIENT AFFORD TO THE CLIENT REASONABLE ASSISTANCE FOR THE PURPOSE OF CONTESTING, NEGOTIATING OR SETTLING THE CLAIM; (III) GP STRATEGIES SHALL NOT MAKE ANY ADMISSIONS (SAVE WHERE REQUIRED BY COURT ORDER OR GOVERNMENTAL REGULATIONS) WHICH MAY BE PREJUDICIAL TO THE DEFENCE OR SETTLEMENT OF THE CLAIM WITHOUT THE APPROVAL OF THE CLIENT (NOT TO BE UNREASONABLY WITHHELD OR DELAYED).

11 DATA PROTECTION

11.1 GP Strategies will maintain and enforce commercially reasonable physical and logical security methods and procedures to protect Client Content and to secure and defend the Software-as-a-Service against "hackers" and others who may seek to access the Software-as-a-Service without authorization. GP Strategies will use commercially reasonable efforts to remedy any breach of security or unauthorized access. GP Strategies reserves the right to suspend access to the Software-as-a-Service in the event of a suspected or actual security breach.

12 LIMITATION OF LIABILITY

12.1 THIS CLAUSE 12 SETS OUT THE FULL EXTENT OF THE ENTIRE FINANCIAL LIABILITY OF GP STRATEGIES, GOMO LEARNING LIMITED, AND/OR ITS RELEVANT AFFILIATE (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF THEIR RELEVANT EMPLOYEES, AGENTS, AFFILIATES AND SUB-CONTRACTORS) TO THE CLIENT UNDER OR IN CONNECTION WITH THIS AGREEMENT NO MATTER HOW SUCH LIABILITY ARISES AND WHETHER FOR BREACH OF CONTRACT, TORTUOUS ACTS OR OMISSIONS (NOT LIMITED TO NEGLIGENCE) OR BREACH OF STATUTORY DUTY.

12.2 A PARTY'S LIABILITY TO THE OTHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION SHALL NOT BE LIMITED.

12.3 GP STRATEGIES , GOMO LEARNING LIMITED, AND/OR ITS RELEVANT AFFILIATE SHALL HAVE NO LIABILITY TO THE CLIENT IN RESPECT OF THE CLIENT'S OR AUTHORIZED USERS' INABILITY TO ACCESS THE SOFTWARE-AS-A-SERVICE OR ERRORS IN THE FUNCTIONING OF THE SOFTWARE-AS-A-SERVICE OR

APPLICATION(S) WHICH ARE ATTRIBUTABLE TO: (I) AN EVENT OF FORCE MAJEURE (SEE CLAUSE 15); (II) CLIENT'S VIOLATION OF, OR NON-COMPLIANCE WITH CLAUSE 8.1; (III) OPERATOR ERROR; AND/OR (IV) PROVISION OF INSUFFICIENT AND/OR INCORRECT INFORMATION BY THE CLIENT TO GP STRATEGIES (OR GOMO LEARNING LIMITED).

12.4 SUBJECT TO CLAUSE 12.2, GP STRATEGIES , GOMO LEARNING LIMITED, AND/OR ITS RELEVANT AFFILIATE SHALL NOT BE LIABLE TO THE CLIENT FOR: ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; LOSS OF PROFIT; LOSS OF BUSINESS; LOSS OF REPUTATION; DEPLETION OF GOODWILL; AND, SUBJECT TO CLAUSE 12.5 (II), ANY LOSS OF, DAMAGE TO OR CORRUPTION OF CLIENT CONTENT.

12.5 SUBJECT TO CLAUSE 12.1, GP STRATEGIES 'S, GOMO LEARNING LIMITED'S, AND/OR ITS RELEVANT AFFILIATE'S LIABILITY IN RESPECT OF: (I) DAMAGE TO THE CLIENT'S TANGIBLE PROPERTY RESULTING DIRECTLY FROM GP STRATEGIES 'S, GOMO LEARNING LIMITED'S, AND/OR ITS RELEVANT AFFILIATE'S NEGLIGENCE OR THAT OF THEIR EMPLOYEES SHALL NOT EXCEED £500,000 FOR ANY ONE EVENT OR SERIES OF CONNECTED EVENTS; (II) ANY LOSS OF, DAMAGE TO OR CORRUPTION OF CLIENT CONTENT DUE TO GP STRATEGIES 'S FAULT OR OMISSION SHALL BE LIMITED TO RECONSTITUTING THE SAME SO FAR AS IS REASONABLY POSSIBLE FROM GP STRATEGIES 'S, GOMO LEARNING LIMITED'S, AND/OR ITS RELEVANT AFFILIATE'S BACK-UP FACILITIES (III) IMPAIRED OR NO ACCESS TO THE SOFTWARE-AS-A-SERVICE WHICH EXCEEDS THE AVAILABILITY LEVELS STATED IN CLAUSE 4 IN ANY YEAR SHALL NOT EXCEED THE TOTAL OF FEES PAID BY THE CLIENT TO GP STRATEGIES FOR THE SOFTWARE-AS-A-SERVICE FOR SUCH YEAR PROPORTIONATE TO SUCH EXCESS CALCULATED ON A STRAIGHT LINE BASIS; (IV) ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT SHALL BE LIMITED TO US\$100,000; AND, (V) ANY OTHER AND ALL LOSSES NOT COVERED BY THE FOREGOING SHALL NOT EXCEED, IN AGGREGATE, 100% OF THE FEES PAID BY THE CLIENT FOR THE SOFTWARE-AS-A-SERVICE UNDER THIS AGREEMENT FOR THE YEAR IN WHICH THE INCIDENT GIVING RISE TO THE LIABILITY OCCURRED AND IF MORE THAN ONE INCIDENT GIVES RISE TO THE SAME LIABILITY THEN THE YEAR IN WHICH THE FIRST IN THE SERIES OF INCIDENTS OCCURRED.

12.6 UNLESS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS (UNLESS MADE FRAUDULENTLY) OR OTHER TERMS IMPLIED BY STATUTE OR LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

13 TERM AND TERMINATION OF THIS AGREEMENT

13.1 This Agreement shall come into force on the Start Date and will, subject to the remainder of this clause, continue for the Initial Term, and, unless otherwise agreed in writing, any Renewal Term, unless terminated earlier pursuant to this Clause 13. For monthly subscriptions, this Agreement shall following the Initial Term continue on a month-to-month basis (each subsequent month in such case being a "Renewal Term") unless or until terminated by either party effective the last day of the contract month on no less than 30 days' prior written notice to the other party. For annual subscriptions, this Agreement shall, following the Initial Term continue on a Year-to-Year basis (each subsequent Year in such case being a "Renewal Term") unless or until terminated by either party effective the last day of a Year on not less than 30 days' written notice to the other party. GP Strategies may terminate this Agreement immediately by notice to the Client if the Client: (i) fails to pay to GP Strategies any amounts payable under this Agreement as they fall due (provided that GP Strategies , prior to exercising this right, has given the Client written notice of its intent to exercise this right, and has given the Client at least 30 business days to remedy such breach); or, (ii) has repeatedly used or permitted access to the Software-as-a-Service otherwise than in accordance with the terms of this Agreement.

13.2 Either party may terminate this Agreement immediately by written notice to the other party if:

13.2.1 The other party commits any material breach of any term of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same; or

13.2.2 an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of

the other party, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt.

13.3 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14 CONFIDENTIALITY

14.1 Each party shall appropriately protect all Confidential Information received directly or indirectly from the other party. Such Confidential Information shall not be disclosed to any third party other than the employees, agents and authorized subcontractors of the receiving party without the prior written consent of the party to whom such Confidential Information belongs. Neither the party receiving Confidential Information nor its employees or authorized subcontractors shall use any such Confidential Information for any purpose other than the performance of this Agreement. Further, each party shall procure that such employees, agents and subcontractors act in a manner consistent with the obligations of confidentiality set out herein. This clause shall not apply to Confidential Information if and to the extent that: (i) it is required to be disclosed by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that where possible and without breaching any such requirements, 2 days' prior notice is given to the other party of such disclosure; (ii) it is information which is, at the date of this Agreement or subsequently, in the public domain through no fault of the party receiving such information; (iii) the receiving party can demonstrate subsequently came into its knowledge by means of disclosure by a third party free from any obligation of confidentiality; (iv) the receiving party can show it was information in the possession of the receiving party prior to disclosure under this Agreement; and/or (v) it is information that is independently developed by personnel of the receiving party having no access to the other party's Confidential Information.

14.2 The obligations of this clause shall survive termination of this Agreement.

15 FORCE MAJEURE

15.1 Neither party shall have any liability to the other under this Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an Event of Force Majeure. "Event of Force Majeure" shall mean fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protests, public disorder, traffic congestion, accident, breakdown, vandalism, interruptions in communications or power supply, shortages of materials or supplies, failure or malfunction of computer systems or any other event or circumstance outside the control of a party to this Agreement.

16 NOTICES

16.1 Any notice, request, instruction or other document to be given by a party under this Agreement shall be delivered by hand, sent by pre-paid first class post, or by facsimile or e-mail transmission to the recipient's usual address, fax number or e-mail address or such other address, fax number or e-mail address which may be notified by that party in accordance with this clause 16.1.

16.2 Unless proved otherwise, a notice shall be deemed to have been received if delivered by hand, at the time of delivery; if sent by facsimile or e-mail during the day of transmission as long as the sender can show satisfactory transmission on a US week day (not a public holiday) between 9.00am and 5.00pm US time; and if sent by post, 48 hours after posting.

17 GENERAL

17.1 The terms and conditions of this Agreement are the entire agreement between the parties with regard to their subject matter.

17.2 Each party acknowledges that in entering into this Agreement it does not do so on the basis of, and does not rely on any representation, unless made fraudulently, warranty or other provision not expressly contained in this Agreement.

17.3 Any variation to this Agreement must be in writing and signed on behalf of both parties. If a court decides that any part of this Agreement cannot be enforced, that particular part of this Agreement will not apply, but the rest of this it will.

17.4 A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Agreement shall not prevent the exercise of that or any other right.

17.5 The Client may not assign or transfer any benefit, interest or obligation under this Agreement.

17.6 GP Strategies has the right to subcontract any part of the Services to an Affiliate (including but not limited to Gomo Learning Limited and Gomo Learning Inc.) or such third party service provider it deems appropriate. In the event of any such subcontracting, GP Strategies shall remain responsible for all acts and omissions of the applicable subcontractor subject to the terms of this Agreement.

17.7 US Government clients only. Each of the components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Services with only those rights set forth herein

18 RIGHTS OF THIRD PARTIES AND AFFILIATES

18.1 A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Delaware, without regard to its conflicts of law principles or to the United Nations Convention on the International Sale of Goods. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Courts of Delaware over any and all claims, disputes, controversies or disagreements