

PERPETUAL COURSEWARE LICENSE AGREEMENT Standard Terms and Conditions Schedule

This Perpetual Courseware License Agreement is between the GP Strategies' Affiliate named in the Sales Order Form ("GP Strategies") and the end-user client identified in the Sales Order Form that wishes to purchase licenses to use the Product ("Client"), and describes the terms and conditions pursuant to which GP Strategies will license the Product to the Client. By using the Product, the Client agrees to be bound by the terms and conditions of this Agreement.

1. Definitions

"Affiliate" means any other person/entity directly or indirectly controlling, controlled by, or under common control with GP Strategies.

"Agreement" means a Sales Order Form, subject to these Generic Course License Terms and Conditions, which the Client is required to agree with GP Strategies before using the Product;

"Charges" means the total fees payable for the Product as specified in a Sales Order Form;

"Commencement Date" means the first date, as may be included in a Sales Order Form, on which Users are given access to the Product;

"Intellectual Property Rights" means any current or future intellectual property rights including but not limited to: copyright, rights in logos and get-up, inventions, trade marks (whether registered or unregistered), information of a confidential nature, know-how and all other forms of protection of a similar nature existing in any jurisdiction, and all rights to apply for the same and all renewals, reversions or extensions;

"LMS" means the Client's learning management system as specified in a Sales Order Form or otherwise agreed;

"Product" means the elearning product(s), the Course Materials, and/or such other products (including Updates, manuals and guidelines) as agreed in a Sales Order Form and as to be supplied by GP Strategies to the Client under this Agreement;

"Sales Order Form" means the sales order form or statement of work referencing this Agreement and specifying the relevant agreed specifications and commercial terms as accepted by the Client prior to the commencement of any services hereunder.;

"Course Materials" means all presentations, manuals, documents, reports, software, procedures and other materials provided to Client in connection with, or relating to, this Agreement and any agreed modifications, revisions, new releases, updates and/or enhancements thereto;

"Updates" means any updates to Products provided by GP Strategies to Client at its sole discretion during the term of the License which Client may choose to include in the Product; and

"Users" means, unless otherwise specified in the Sales Order Form, an employee, agent or contractor of the Client or its affiliates who has access to the Product in accordance with, and subject to the terms of this Agreement.

2. Grant of License and Term

2.1 Upon and subject to this Agreement and in consideration of payment of the applicable Charges in

accordance with Clause 3 below, GP Strategies hereby grants to the Client, for the term of this license, as applicable:

- (a) a worldwide, non-exclusive, non-transferable, non-sublicensable, perpetual license (subject to payment of the applicable license fees) to install one (1) copy of the Product(s) on its LMS in order to transmit the Product through its LMS to:
 - (i) no more than the maximum number of Users as specified in the Sales Order Form; or
 - (ii) where the Sales Order Form provides that the Client is purchasing an "Enterprise License", to any number of Users within the Client's group structure making use of the LMS.

2.2 This Agreement will commence on the Commencement Date and will continue for the License Period.

2.3 Client shall not, and will use all reasonable endeavors to procure that each User does not:

- (a) download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, distribute or use the Product other than in accordance with Clause 2.1 and Clause 3.1;
- (b) sub-license, rent, lease, transfer or attempt to assign the rights in the Product to any other person;
- (c) alter or remove any copyright notices or other notices indicating the proprietary ownership by GP Strategies or any third party of any Intellectual Property Rights in the Product (except as may be agreed in the Sales Order Form);
- (d) at any time do or permit to be done anything which shall adversely affect GP Strategies' right, title or interest in the Product; and/or
- (e) reproduce, modify, or in any way use or commercially exploit any of the Product except as expressly permitted by GP Strategies.

3. Use of the Product

3.1 The Client may (i) display the Product via its LMS as specified in Clause 2 during the term of this Agreement; and (ii) print or otherwise store electronically on its systems up to five (5) copies of the Product for the sole purpose of recordkeeping and backup during the term of this Agreement, provided that these copies can be held for recordkeeping purposes (only) in perpetuity.

3.2 Each User may (i) access the Product via the LMS for their Client-set training purposes during the term of this Agreement; and (ii) print the Product for their Client-set training purposes during the term of this Agreement.

3.3 The Product is intended to be used for educational purposes only. It is intended as a guide and does not act as a substitute for the primary legislation or regulatory or other publications. The Product does not explicitly constitute, nor displace the need for, legal advice. It is therefore the Client's responsibility to check that the Product meets its particular requirements and seek appropriate professional advice as deemed needed.

3.4 From time to time GP Strategies, at its sole discretion, may make available Updates to supplement and update the Product. Client may use the Updates for the remainder of this Agreement shall apply to Updates in the same way as it applies to the Product.

4. Charges

4.1 Client agrees to pay the Charges to GP Strategies. All Charges are exclusive of shipping, taxes (such as VAT), duties and the like, which shall be paid by the Client. Except as set out in this Agreement, the Charges paid for the Product are non-refundable.

4.2 Payment must be made by the Client in full within 30 days of receiving a valid invoice from GP Strategies unless otherwise agreed. If Customer requires a purchase order (P.O.), it shall be provided when the Sales 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. GP Strategies reserves the right to charge the Client interest in respect of the late payment of any sum due under this Agreement (as well after as before judgment) at the rate of 2% per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefore until payment.

4.3 Where Client's use of the product exceeds the usage agreed in the Sales Order Form, such as where the Client's use exceeds the maximum number of Users, additional charges shall apply at GP Strategies' then current list price.

5. Warranty and Disclaimer

5.1 Except as expressly stated herein, the Product is provided to Client on an "as is" basis only and to be used at the Client's own risk. Accordingly, and to the maximum extent permitted by applicable law, GP Strategies hereby disclaims all warranties and conditions, whether express, implied or statutory, regarding the Product, including, but not limited to, any warranty of merchantability, satisfactory quality or fitness for a particular purpose.

5.2 Although care is taken to ensure the accuracy of the information contained in the Products, the Products and the information therein are provided without any representation or warranty as to their accuracy, currency or completeness and in no event shall GP Strategies be liable in connection with the use of the Products or the information therein unless otherwise stated.

5.3 In particular (but without prejudice to the generality of the foregoing) GP Strategies will not be responsible or liable:

- (a) if the Client relies on the Product without obtaining appropriate professional advice;
- (b) for any alterations made by the Client to the Product;
- (c) for the acts or omissions of other providers (including, but not limited to, the LMS provider) of hardware, software, telecommunication services or for faults in, or failures of, any of their apparatus or equipment;
- (d) for any failure by Client to use or include Updates.

6. Limitation of Liability

6.1 The following provisions set out GP Strategies' (including any of its affiliates and subcontractors) entire liability (including any liability for the acts and omissions of its and their employees, agents and sub-contractors) to the Client in respect of:

- (b) any breach of its contractual obligations arising under this Agreement; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

6.3 In no event (either in contract or tort, and including under any indemnity obligation) shall GP Strategies' liability under this Agreement exceed the total Charges paid to GP Strategies by the Client under this Agreement in any 12 month period immediately preceding the event in relation to which liability arises.

6.4 Neither of the parties shall in any event be liable to the other for any indirect, incidental, special, reliance, or consequential damages.

6.5 The provisions included in this Clause shall not apply to any liability that cannot be limited by law.

7. Intellectual Property

7.1 The Product is protected by international copyright and other Intellectual Property Rights laws. All Intellectual Property Rights in the Product and Course Materials shall vest in, and will remain at all times the property or GP Strategies or its licensors, and the Client acknowledges that it obtains or owns no Intellectual Property Rights in the Product or Course Materials whatsoever.

8. Data Protection

8.1 The Parties shall comply at all times with their obligations under the Data Protection Act 2018, or any legislation that replaces it in whole or in part and any other legislation relating to the protection of personal data including the data protection principles set out in that Act, and have due regard to the guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and all other relevant authorities.

9. Confidentiality

9.1 All information disclosed by GP Strategies to Client in relation to the Agreement shall be considered to be GP Strategies' proprietary information. The Client undertakes that during the term of this Agreement, and thereafter, it will keep secret and will not, without the prior written consent of GP Strategies, disclose to any third party any confidential information relating to the business or affairs of GP Strategies or any other information provided to Client by GP Strategies in relation to this Agreement.

10. Termination

10.1 Either party, at its own option, shall be entitled to terminate this Agreement upon the occurrence of any material breach or default by the other party of any of the other party's obligations under this Agreement (the late or incomplete payment of Charges by the Client explicitly included) where the breach remain uncured for 30 days following receipt of notice from the other party.

10.2 The termination of this Agreement for whatever cause will not prejudice or affect the rights of either party against the other in respect of any breach of this Agreement.

10.3 On termination of this Agreement for any reason:

- (a) all license rights granted hereunder will immediately and automatically cease; and
- (b) each party shall return and make no further use of any equipment, property, materials, Confidential Information, IPR and other items (including all copies of them) belonging to the other.

11. General

11.1 This Agreement including any attachments thereto and the Sales Order Form represent the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any proposals) between the parties relating to its subject matter. The Client agrees that in entering into this Agreement it is not relying on any representations made by GP Strategies that are not set out in this Agreement.

11.3 Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

11.4 If any part of this Agreement is found to be illegal, invalid or unenforceable by any court with competent jurisdiction, such illegality, invalidity or unenforceability will not affect the other provisions of the Agreement and such other provisions will remain in full force and effect.

11.5 GP Strategies will not be liable for failure to perform this Agreement because of something beyond its reasonable control, including but not limited to technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, terrorism, war, or military operations, pandemic, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees).

11.6 This Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

11.7 No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy and each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

11.8 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, Howard County Courts if the Agreement is executed in the Americas and in all other instances the laws of England, subject to the English courts, without regards to their respective 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 in the respective jurisdiction regarding any and all claims, disputes, controversies or disagreements between the Parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.

11.9 This Agreement and any communications or disputes related hereto shall be in the English language.

11.10 GP Strategies is not authorized to conduct regulated activities in the United Kingdom or any other jurisdictions. The Client agrees that it will not use the Product in such a way that either of the parties will be conducting unauthorized regulated activities or otherwise act in contravention of any of the provisions of the Financial Services and Markets Act 2000 (as amended or superseded from time to time).