

**LEARNING MANAGEMENT SYSTEM
SOFTWARE-AS-A-SERVICE AGREEMENT
Standard Terms and Conditions Schedule**

This Learning Management System Software-as-a-Service Agreement is between between the GP Strategies Group Company named in the applicable Sales Order Form ("GP Strategies") and the licensee identified in the Sales Order Form that wishes to use GP Strategies' Software-as-a-Service ("Licensee") strictly as stated herein, and describes the terms and conditions pursuant to which GP Strategies will provide the Services to the Licensee, which agrees to be bound by the terms and conditions of this Agreement.

GP Strategies AND THE LICENSEE AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 In this Agreement, the following expressions shall have the following meanings:

"Agreement"	This Learning Management System Software-as-a-Service Agreement to which the Licensee is required to agree before using the Services comprising, where appropriate, the (enclosed) Service Level Agreement and/or Sales Order Form and this Standard Terms and Conditions Schedule.
"Affiliate"	means 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.
"Authorised Users"	unless otherwise specified in the Sales Order Form, means individuals who are authorised by the Licensee to access the Software-as-a-Service via Secure Authentication and who are affiliated to the Licensee as an employee (whether on a permanent or temporary basis), agent or contractor of the Licensee.
"Charges"	means the annual fees payable for the Services as specified in the Sales Order Form.
"Commencement Date"	means the date set out above, or as included in a Sales Order Form, or, if earlier or in the absence of a date being specified, the first date on which Authorised Users are given access to the Software-as-a-Service.

"Commercial Use"	means use of the Software-as-a-Service or Products for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) including, but not limited to, the sale, resale, loan, transfer, hire or other form of exploitation of the Software-as-a-Service or the Products.
"Confidential Information"	means non-public information of GP Strategies or Licensee to which the other party may have access, including, but not limited to, any Product, which information a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" by the Disclosing Party. "Confidential Information" does not include information whereby it can be established conclusively by the Receiving Party that such Confidential Information: (i) was publicly known prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known after disclosure by the Disclosing Party through no wrongful action or omission of the Receiving Party or any of its employees, contractors, or agents; (iii) was already rightfully in possession of the Receiving Party at the time of disclosure by the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
"Content"	means any and all web-based courses, instructor-led training, and/or just-in-time training hosted on the LMS, either as licensed by the Licensee directly from GP Strategies via a separate agreement agreed between the parties on even date herewith or prior to the Commencement Date, as owned by the Licensee, or as licensed by the Licensee from a third-party.
"Disclosing Party"	means a party that discloses Confidential Information.
"Documentation"	means any and all implementation materials or other printed or electronic materials provided or made available by GP Strategies to Licensee which relate to use of the LMS.
"Educational Purposes"	means for the purpose of education, training, distance learning, private study and/or research as set by the Licensee, not for a direct or indirect commercial purpose.

“Intellectual Property Right”	means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising under the laws of the United States or any other jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
“Learning Management System”	means GP Strategies’ proprietary developed version of the open source Moodle platform, or any variation thereof, providing Licensee with a shared, multi-tenant learning management portal configured for some or all of its Authorised Users, including all updates, revisions, bug-fixes, upgrades, and/or enhancements thereto.
“LMS”	means the Learning Management System.
“LMS Administrator”	means an Authorised User of the Licensee who is designated by the Licensee to administer the LMS and is provided with additional LMS access rights in order to do so.
“Personal Information”	means any information from which a living individual can be identified which is uploaded through the Software-as-a-Service to the LMS in the course of providing the Services.
“Products”	means the LMS and the Documentation.
“Receiving Party”	means a party that receives Confidential Information from a Disclosing Party.
“Sales Order Form”	means the order form or statement of work referencing this Agreement and specifying the relevant agreed commercial terms (including the Charges) as accepted by the Licensee prior to the Commencement Date. The Sales Order Form may be attached as Schedule B to this Agreement or may be included in (a) separate (digital) document(s) or website making reference to this Agreement.
“Service Level Agreement”	means the level of service provided by GP Strategies in relation to the LMS as documented in a Sales Order Form and/or Schedule A to this Agreement.

"Services"	means any service rendered to Licensee by GP Strategies under this Agreement, including, but not limited to: (i) providing access to the Software-as-a-Service, and (ii) provision of customer and/or technical support for the LMS where so provided in the Service Level Agreement.
"Secure Authentication"	means access to the Software-as-a-Service by means of unique user names and passwords or other authentication as may be agreed between the parties from time to time.
"Software-as-a-Service"	means the shared, multi-tenant, hosted LMS services available from https://learn.GP_Strategies-training.com provided under this Agreement that GP Strategies provides to Licensee to allow Authorized Users to access and use the LMS and Software-as-a-Service as stated herein.

- 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 Licensee's purchase order or otherwise.

2 GRANT OF LICENCE

- 2.1 GP Strategies hereby grants to the Licensee, on and subject to the terms and conditions of this Agreement, a non-exclusive, limited, non-transferable, non-sublicensable right and licence to access and use the Products and to allow up to such a maximum number of Authorised Users as agreed in the Sales Order Form to access and use the Software-as-a-Service throughout the term of this Agreement by Secure Authentication for Educational Purposes only and solely for accessing Content.

3 CONSIDERATION

- 3.1 In exchange for the Services provided by GP Strategies to Licensee under this Agreement, Licensee shall pay to GP Strategies the Charges set forth in the Sales Order Form. All Charges are exclusive of shipping, taxes (VAT and any other sales taxes included), duties and the like, which shall be paid by the Licensee. Unless expressed otherwise on the Sales Order Form, the Charges shall be payable annually in advance.
- 3.2 Except as set out in this Agreement, the Charges paid for the Services are non-refundable.

- 3.3 Payment must be made in full within 30 days of receiving a valid invoice unless otherwise agreed. 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. GP Strategies reserves the right to charge the Licensee interest in respect of the late payment of any sum due under this Agreement (as well after as before judgment) at the rate of 1.5% per cent per month from the due date therefore until payment.

4 USE OF THE LMS

- 4.1 Throughout the term of this Agreement and under the terms of the License and this Agreement, the Licensee may, for educational purposes only:
- 4.1.1 allow Authorised Users to access and use the Software-as-a-Service by Secure Authentication in order to review Content so as to satisfy their training requirements as set by the Licensee;
 - 4.1.2 allow LMS Administrators to generate reports and management information relating to the completion of Content hosted on the LMS;
 - 4.1.3 allow LMS Administrators to allocate or assign Content to Authorised Users; and
 - 4.1.4 allow LMS Administrators to update, add and amend information related to the Authorised Users including their login details for the purposes of Secure Authentication.

5 RESTRICTIONS

- 5.1 Save as explicitly provided herein, the Licensee and Authorized Users may not:
- 5.1.1 use or deploy the Software-as-a-Service and the Products: (i) in violation of applicable laws, rules or regulations; (ii) for Commercial Use; or (iii) in violation of this Agreement;
 - 5.1.2 copy all or any portion of the Products;
 - 5.1.3 modify, translate or create any derivative works based upon any of the Products;
 - 5.1.4 reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any of the Products or any part thereof;
 - 5.1.5 make any of the Products available to any unauthorized third parties;
 - 5.1.6 distribute, disclose, market, rent lease, assign, sublicense, pledge or otherwise transfer any of the Products;
 - 5.1.7 perform, or release the results of, benchmark tests or other comparisons of any of the Products with other software, services, or materials;
 - 5.1.8 upload any material or Content through the Software-as-a-Service which causes or may cause harm to GP Strategies' server(s) or to the provision of the Services;
 - 5.1.9 use excessive bandwidth (being bandwidth usage that adversely impacts GP Strategies' servers and/or hosting environment); and/or
 - 5.1.10 permit any of the Products to be used for or in connection with any facility management, service bureau or time-sharing purposes, services or arrangement, or otherwise used for processing data or other

information on behalf of any third party.

- 5.2 This Clause 5 shall survive termination of this Agreement for any reason.
- 5.3 Any violation of this Clause 5 will be deemed a material breach of this Agreement and shall give GP Strategies the right to immediately terminate this Agreement, in addition to any other remedies available to it at law or in equity.

6 RESPONSIBILITIES OF THE LICENSEE

- 6.1 The Licensee will:
 - 6.1.1 issue Software-as-a-Service passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
 - 6.1.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Products;
 - 6.1.3 use all reasonable efforts to monitor compliance with the terms of this Agreement and notify GP Strategies immediately and provide full particulars on becoming aware of any of the following: (a) any unauthorised access to or use of the Products or Services, or unauthorised use of any of the Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement, the Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Licensee's standard practices and use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

7 RESPONSIBILITIES OF GP Strategies

- 7.1 GP Strategies shall:
 - 7.1.1 use reasonable efforts to ensure access and use of the Services by Licensee in accordance with the Service Level Agreement and other applicable provisions as laid down in this Agreement;
 - 7.1.2 provide the Services with reasonable skill and care; and
 - 7.1.3 provide the Services in accordance with applicable laws and regulations.

8 DISCLOSURE OF CONFIDENTIAL INFORMATION

- 8.1 Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties, except as mandated by law; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own Confidential Information; provided, however, that such party shall use at least reasonable care. These obligations shall survive for three (3) years after termination of this Agreement. Upon termination of this Agreement, all Confidential Information shall be returned to the respective Disclosing Party.
- 8.2 If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party

shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief.

9 TERM AND TERMINATION

- 9.1 This Agreement will commence on the Services Commencement Date and will continue for 12 months (“Initial Term”) and will renew automatically for subsequent 12 month periods or such other period as agreed in the Sales Order Form (each a “Renewal Term”) until it expires or terminates pursuant to this Agreement or until terminated by either party per the end of the Initial Term or subsequent Renewal Term on serving not less than two months’ prior written notice to the other party.
- 9.2 Either party may terminate this Agreement at any time on the material breach or repeated other breaches by the other party of any obligation on its part under this Agreement by serving a written notice on the other party identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of such written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach insofar as it is capable of remedy.
- 9.3 Further, notwithstanding anything to the contrary herein, upon a breach by the Licensee of this Agreement, GP Strategies may suspend on-line access to the Software-as-a-Service and Services immediately for such period as in its sole discretion required.
- 9.4 Upon termination of this Agreement, copies of reports and training records of Authorised Users may be retained by the Licensee strictly for its filing or migration purposes.
- 9.5 On termination of this Agreement for any reason whatsoever, each party shall return to the other party all property belonging to the other party then in its possession, including without limitation Confidential Information and Personal Information.

10 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Licensee acknowledges that the Intellectual Property Rights in the Products are the sole and exclusive property of GP Strategies or are duly licensed to GP Strategies and that this Agreement does not assign or transfer to the Licensee or any Authorised User any right, title or interest therein except for the right to use the Products in accordance with the terms and conditions of this Agreement.

11 REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

- 11.1 The Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Agreement.
- 11.2 GP Strategies warrants that it has the right to grant the Licence to the Licensee and that to the best of its knowledge the use of the Products and the Services by the Licensee and Authorised Users in accordance with the terms and conditions of this Agreement shall not infringe the copyright of any third party.

The foregoing shall not apply to improper usage of the Products or the Services by the Licensee or Authorised Users.

- 11.3 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN CLAUSES 11.2 AND 11.4, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GP Strategies MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE PRODUCTS AND SERVICES. THE PRODUCTS AND SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT FOR THE FAILURE TO MAINTAIN THE SERVICE LEVELS SET OUT IN THE SERVICE LEVEL AGREEMENT, AS SOLELY AS DESCRIBED THEREIN, GP Strategies IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. GP Strategies FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORISED USERS, OR TO ANY THIRD PARTY. GP Strategies ACCEPTS NO LIABILITY FOR LOSS SUFFERED OR INCURRED BY THE LICENSEE OR AUTHORISED USERS AS A RESULT OF THEIR RELIANCE ON THE PRODUCTS OR SERVICES.
- 11.4 GP Strategies warrants that: (a) it has not knowingly installed as part of the Products or Services any virus or other computer software code, routines, data or hardware components designed to disable, damage, impair or erase any other software, hardware or data; and (b) the LMS shall on the Commencement Date substantially conform to the Documentation.
- 11.5 GP Strategies reserves the right to change the Content, presentation, user facilities or availability of (parts of) the Products and Services at any point of time, including pushing LMS updates and upgrades. GP Strategies will notify the Licensee in writing of any substantial changes.
- 11.6 The Licensee shall indemnify GP Strategies against all losses, costs, damages and expenses incurred arising out of any wilful act of default, gross negligence, or failure to fulfil statutory obligations by the Licensee or its servants, and against all actions, claims, demands or legal proceedings in respect thereof.
- 11.7 GP Strategies AND THE LICENSEE DO NOT SEEK TO EXCLUDE, AND NOTHING IN THIS AGREEMENT SHALL SO EXCLUDE, LIABILITY UNDER THIS AGREEMENT FOR FRAUD OR FOR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE AND THE NEGLIGENCE OF ITS EMPLOYEES, AUTHORISED CONTRACTORS, AGENTS AND AFFILIATES AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING LIABILITY THEREFOR.
- 11.8 SUBJECT TO CLAUSE 11.7, GP Strategies SHALL NOT BE LIABLE, WHETHER IN CONTRACT OR TORT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, OR CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT TIME, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR FROM USE OF THE PRODUCTS AND/OR SERVICES.

11.9 IN NO EVENT SHALL GP Strategies' AND ITS AFFILIATES' AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING UNDER ANY INDEMNITY OBLIGATION) EXCEED THE GREATER OF US\$100,000 OR THE TOTAL CHARGES PAID TO GP Strategies BY THE LICENSEE UNDER THIS AGREEMENT IN ANY 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT IN RELATION TO WHICH LIABILITY ARISES.

12 DATA PROTECTION

12.1 If GP Strategies processes any Personal Information on the Licensee's behalf when performing its obligations under this Agreement, the parties record their intention that the Licensee will be the data controller and GP Strategies will be the data processor (as defined in applicable data protection laws) and in any such case:

12.1.1 the Licensee, as data controller, has processed and will continue to process the relevant Personal Information in accordance with the relevant provisions of the applicable data protection laws and the processing does not violate those laws;

12.1.2 the Licensee will reasonably instruct GP Strategies throughout the duration of this Agreement to process the relevant Personal Information exclusively on the Licensee's behalf and in accordance with the applicable data protection laws and GP Strategies shall promptly comply with any request from the Licensee requiring GP Strategies to amend, transfer or delete the relevant Personal Information insofar as that is under GP Strategies' control;

12.1.3 at the Licensee's reasonable request and at the Licensee's cost and expense (consultancy fees may apply), GP Strategies shall provide to the Licensee a copy of all relevant Personal Information held by it in the format and on the media as agreed;

12.1.4 the Licensee will ensure that it is entitled to transfer the relevant Personal Information to GP Strategies so that GP Strategies may lawfully process the Personal Information in accordance with this Agreement on the Licensee's behalf;

12.1.5 GP Strategies will process the Personal Information only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Licensee from time to time; and

12.1.6 each party shall take and maintain throughout the term of the Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Information or its accidental loss, destruction or damage.

13 FORCE MAJEURE

13.1 Either party's failure to perform any term or condition of this Agreement as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.

13.2 If either party to this Agreement is prevented or delayed in the performance of

any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

14 ASSIGNMENT, SUBCONTRACTING

- 14.1 Neither party may assign or novate any or all of the rights and obligations under this Agreement at any time without the express written permission of the other party, such consent not to be unreasonably withheld.
- 14.2 In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.
- 14.3 GP Strategies has the right to subcontract any part of the Services to an Affiliate or such third-party service provider it deems appropriate. In the event of any such subcontracting, GP Strategies shall remain solely responsible and liable for all acts and omissions of the applicable Affiliate and/or third party service provider in accordance with the terms of this Agreement.

15 GOVERNING LAW AND DISPUTE RESOLUTION

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 and performed in the Americas and in all other instances the laws of England where the English courts shall apply, 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. This Agreement, and any communications or disputes concerning this Agreement shall be in the English language.

16 NOTICES

- 16.1 Any notice or other document to be given under this Agreement will be in writing and will be deemed to have been duly given if left at or sent by hand or by registered post, or by facsimile or such other electronic media (including email) to a party at the address or facsimile number set out in Sales Order Form or such other (email) address or facsimile number as one party may from time to time designate by written (email) notice to the other party. Copies of all notices to GP Strategies shall be sent to: gplegalnotices@gpstrategies.com.
- 16.2 Any such notice or other document will be deemed to have been received by the addressee three working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by facsimile or email (unless notice of a transmission error is received), or at the moment of receipt of a confirmation for receipt in the case of other electronic means.

17 GENERAL

- 17.1 This Agreement constitutes the entire agreement between the parties relating to the Products and Services, and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 17.2 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 17.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 17.4 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE A

LEARNING MANAGEMENT SYSTEM SERVICE LEVEL AGREEMENT

GP Strategies will provide the Licensee with:

- An appropriately secure, (currently) AWS hosted, multi-tenant (shared instance and shared database) LMS platform for the Licensee which includes a SSL certificate which enables encryption of information during online transactions
- An LMS dedicated area for Licensees who wish to apply their own branding
- Administrator & Authorized User LMS user guides, comprising the Documentation
- 1st line support during UK business hours via phone and email to the Licensee-nominated LMS administrator (as communicated to GP Strategies by Licensee in writing from time to time)
- Initial standard set up of the LMS; including a branded area if required, user upload, course upload
- Ongoing LMS maintenance; this includes LMS software upgrades, bug-fixes, patches, error corrections and enhancements when any of them are developed by GP Strategies or its licensors and made available, without customisation, to GP Strategies’ clients generally at no additional cost and any and all such upgrades, bug fixes, patches, error corrections and enhancements shall become part of the LMS
- A hosted environment with at least 99.5% service availability per calendar month to the LMS (excluding reasonable and scheduled maintenance periods). Service availability is defined as the amount of time the Software-as-a-Service is available to Authorized Users and capable of performing operations, excluding reasonable scheduled maintenance down time and non-availability caused by actions or inactions of the Licensee or Authorized Users.
- 24 hour server monitoring
- Fully redundant connectivity and power for hosted services
- Daily file backup

Priority (as reasonably determined by GP Strategies upon received notification from Licensee):

Priority 1 (P1): A Software-as-a-Service or LMS issue having an acute impact on the Licensee’s business that is likely to cause the Licensee severe monetary and/or time loss.

Priority 2 (P2): Software-as-a-Service or LMS quality issue but not preventing access, e.g. reports not working.

Priority 3 (P3): Minor Software-as-a-Service or LMS issue or suggestion for improvement.

	Priority1 (High)	Priority 2 (Medium)	Priority 3 (Low)
Initial confirmation	Within 2 Working Hours	Within 2 Working Hours	Within 4 Working Hours
Progress updates	Every 0.5 Working Days	Every 1 Working Day	Every 1 Working Day
Resolution Time	1 Working Day	5 Working Days	TBA and agreed
Remedy	The Resolution Time starts from the moment that GP Strategies has received sufficient information to enable it to replicate the issue. In the event that GP Strategies has not complied in all material respects with its “Resolution” obligations set forth above, then, for each Working Day the LMS platform is down, the Licensee shall, as its <i>sole</i> remedy, be entitled to a refund equivalent to 1 Working Day's Charges. This for the avoidance of doubt does not include scheduled downtime for maintenance, upgrades and updates, in regard to which, where possible, service notifications will be communicated to Licensee at least five (5) Working Days before they are scheduled to occur.		

Definitions

- Initial confirmation: email/telephone confirmation that the issue has been received and delegated to GP Strategies LMS Administrator.
- Progress updates: email/telephone confirmation by GP Strategies employee to the Licensee, so that the Licensee is not kept in the dark and knows how progress on the issue is developing.
- Resolution Time: email/telephone confirmation that the issue has been resolved.
- Working Days: UK working days are Monday to Friday 9.00am – 5.30pm and do not include weekends, UK bank holidays or the week between Christmas and New Year.
- Working Hours: Monday to Friday 9.00am-5.30pm during Working Days

Issue escalation

At any time, if the circumstances surrounding LMS support requests change, or if Licensee is unhappy with the level of service, then Licensee can request that the issue be escalated. This should be done by making a formal request to one of GP Strategies' Senior Executives, who will aim to respond within 0.5 Working Days.