Software as a Service Agreement

1. KEY DEFINITIONS

"Agreement" or "MSA" means this Master Services Agreement, Purchase Schedule(s), Statement(s) of Work and such other documents,attachments and exhibits that the parties' authorized representatives mutually agree to in writing.

"Purchase Schedule" means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms.

"Statement of Work" or "SOW" means the document(s) executed by the parties from time to time, which incorporates by reference the terms of this Agreement and is used in lieu of a Purchase Schedule to describe a set of work, timeline, and cost estimate for Professional Services.

"Ordering Document"means a Purchase Schedule or SOW, as applicable.

"Company" means Oxford Applied Training.

"Customer" means the business entity named on the Ordering Document and receiving Subscription Services under this Agreement.

"LMS" means Company's proprietary learning management system and other software access provided in connection with Subscription Services,including the Documentation, modifications, enhancements and new versions thereof.

"Content" means materials provided or posted by Company in connection with the Subscription Services, including training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

"Subscription Services" means collectively the LMS Software and any purchased Content accessed through the Site.

"Site" means the web interface at a URL designated by Company.

"Professional Services" means consulting, implementation, training or other professional services to be performed by the Company described in the attached Implementation Level document, or in one or more additional Ordering Documents mutually agreed to by the parties in writing.

"Project Manager" means the implementation consultant assigned by Company to manage the creation and implementation of the Subscription Services for Customer.

"Users" means those persons who (a) have been authorized by Customer to access and use the Subscription Services for training and education purposes; (b) have complied with any registration requirements reasonably required by Company and have been issued a personal and unique User ID and Password to access and use the Subscription Services. Only current employees and independent contractors of Customer are eligible to be"Users".

"Subscription Metrics" means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Customer's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

2. USE RIGHTS

2.1 Grant of Use. Subject to the terms of the Agreement, Company grants to Customer the right to access and use the LMS and, if purchased, all Content described in the Purchase Schedule, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training purposes only.

2.2 Authorized Users. Customer shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the LMS. Customer agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Purchase Schedule. Company will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

2.3 Acceptable Use. Customer and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Customer further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

2.4 Restrictions. Customer shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the LMS, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available

the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS; or modify, adapt, translate or otherwise make any changes to the LMS or any part thereof; (vi) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

3. SUBSCRIPTION SERVICES

3.1 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third party. User access to the Subscription Services is provided through the Site. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications infrastructure network with adequate bandwidth.

3.2 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events where notice is provided to Customer, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.3 Content. Content purchased, if any, shall be provided by Company in the LMS. Customer is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion. There are no warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, made with respect to the materials or any information provided to the user herein. Neither the author, publisher nor our training website shall be liable for any direct, indirect, special, incidental or consequential damages arising out of the use or inability to use the content provided or company whether its own or third party content.

3.4 Administrator. Customer shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the administrator shall be able to train and support Users on the use of the Subscription Services ("Administrator"). The Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

3.5 Passwords. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Customer is entirely responsible for any and all activities that occur under its account. Customer shall immediately notify Company of any unauthorized use or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

3.6 Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity and legality of data, Modified Content, and Proprietary Content uploaded in the LMS by Customer. Customer shall own, subject to the provisions of section 7, or shall obtain all proprietary rights

necessary, including copyrights, patents, and trade secrets, in and to any content or data it develops or uploads for use in the LMS. Customer authorizes Company and the data center to serve as the host and repository for the data Customer enters into the LMS.

3.7 Changes. Company reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes.

4. PROFESSIONAL SERVICES

4.1 Statements of Work; Change Orders. Company will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Company, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

4.2 Cooperation. Customer shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Customer acknowledges that Company's performance is dependent upon the timely and effective completion of Customer's responsibilities hereunder and Customer's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

5. FINANCIAL TERMS.

5.1 Fees and Payment Terms; Taxes. Fees and payment terms are specified in n the applicable Ordering Document. All payments made hereunder shall be in British Pounds Sterling. Company may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days written notice. Unless otherwise specified in the Ordering Document, payment of all fees is due thirty (30) days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all services hereunder upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Unless expressly provided otherwise, prices do not include taxes or Value Added Tax (VAT). Customer agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.

5.2 Subscription Metrics. Customer understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Purchase Schedule, the quantity(ies) of Subscription Metrics provided in the initial Purchase Schedule represent minimum amounts that Customer has committed to for the Subscription Service Term (as defined in section 10.2). Additional Subscription Metrics must be purchased in units of ten (10) in the event actual use exceeds the licensed quantity, at Company's then- current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term of the applicable Purchase Schedule. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

5.3 Professional Services. Additional Professional Services may be provided on a time and materials ("T&M") basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in a duly executed Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Purchase Schedule. Hours that are not used or have expired are non-refundable.

5.4 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

6. CONFIDENTIALITY.

6.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, the terms and conditions (but not the existence) of this Agreement, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

6.2 Compelled Disclosure. A party ("Receiving Party") may disclose Confidential Information of the other party ("Disclosing party") if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.3 The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Personal Information, as defined in the Data Protection Act of 1998 ("DPA"). Customer shall provide to Company minimal User information (including Users' first name, last name, LMs username, and LMS password) as required to create individual User accounts on the LMS. Customer acknowledges and agrees that Company shall not be subject to the DPA for any additional User information voluntarily provided to Company by Customer, and that Company shall not be required to execute a Business Associate agreement or similar agreement upon receiving such information.

Customer warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such protected Personal Information.

7. OWNERSHIP.

7.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

7.2 Subscription Services. Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription

Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works (subject to the provisions of section 7.5) and copies thereof.

7.3 Professional Services. Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7.4 Enforcement. Customer shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Customer shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

7.5 Modified Content; Proprietary Content. Certain Users designated by Customer may have authority to modify portions of the Content to meet certain of Customer's needs or requirements ("Modified Content") or to create unique content to meet certain of Customer's needs or requirements ("Proprietary Content"). In the case of Modified Content, Customer shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, Customer shall own the Proprietary Content created by authorized Users.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 LMS. Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. "Documentation" means the LMS User instructions, release notes and on-line help files in the form generally made available by Company to its customers, as updated from time to time by Company. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Customer to, and replicable by, Company ("Errors"), Company shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify Company in writing of its claim. Provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Customer may terminate the affected Subscription Services, and Customer will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the Subscription Services, Customer waives all rights for the applicable warranty cure set forth herein.

Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Customer's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Customer deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

8.3 Professional Services. Company warrants that the Professional Services will be performed in a workmanlike manner. As Customer's exclusive remedy for any claim under this warranty, Customer shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is determined by Company to be Company's responsibility, Company shall reperform the applicable service. Company's entire liability and Customer's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

8.4 Except as expressly stated in this section 8, all subscription services and professional services are provided on an 'as is as available' basis. Company, its licensors, data center and suppliers expressly disclaim to the maximum extent permitted by law, all warranties, expressed or implied, oral or written, including, without limitation, (i) any warranty that any software, database, content, deliverables or professional services are error- free, accurate or reliable or will operate without interruption or that all errors will be corrected or will comply with any law, rule or regulation, (ii) any and all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and (iii) any and all implied warranties arising from statute, course of dealing, course of performance or usage of trade. No advice, statement or information given by company, its affiliates, contractors or employees shall create or change any warranty provided herein. Customer expressly acknowledges and agrees that the content is not designed or intended to meet all of its or its users' training and educational needs or requirements, including training and education that is required under applicable laws. Customer assumes all responsibility for the selection of the services provided hereunder to achieve its intended results. Customer shall be solely responsible for ensuring the accuracy of all modified content and proprietary content and shall be solely liable for all use of modified content and proprietary content by its users. Customer acknowledges that use of or connection to the internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the services and its data. Accordingly, company cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the internet. Customer assumes sole responsibility and liability for any users' compliance with the terms and conditions of this agreement. Customer further assumes sole responsibility and liability for results obtained from the use of the subscription services, professional services, and for conclusions drawn from such use. Customer acknowledges and agrees that the subscription services are not intended to provide medical advice, opinions, diagnosis, or a suggested course of treatment. Customer further agrees that the sole and exclusive responsibility for any medical decisions or actions with respect to a patient's medical care and for determining the accuracy, completeness or appropriateness of any diagnostic, clinical or medical information resides solely with the healthcare provider. Customer accepts all liability for such diagnosis or treatment. Company shall have no liability for any claims, losses or damages arising out of or in connection with customer's or any of users' use of the subscription services, professional services, and any third-party products, services, software or web sites that are accessed via links from within the subscription services. To the fullest extent permitted by law, company's total liability (including attorneys' fees awarded under this agreement) to customer and users for any claim by customer or any third parties under this agreement, will be

limited to the fees paid for such items that are the subject matter of the claim for the prior twelve (12) months. In no event will company, its licensors and suppliers be liable to customer or users or other third parties for any indirect, special, incidental, exemplary punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, staff time, goodwill, use, data, or other economic advantage), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not previously advised of the possibility of such damages. No claim arising out of the agreement, regardless of form, may be brought more than the shorter of one year or the period allowed by law after the cause of action has occurred.

This section 8 shall survive failure of any exclusive remedy.

9. INDEMNIFICATION.

Customer shall indemnify and hold Company, its affiliates, suppliers, data center, employees and officers (an “Indemnified Party”) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Indemnified Party arising out of, or in connection with (a) any Subscription Services User or other third party claim, (b) any material breach by Customer or any User of any of the terms of this Agreement; or (c) any use or reliance by Customer or any User of any Content, Modified Content, or Proprietary Content, including all third-party claims, causes of action, suits, and legal proceedings asserted against Company or an Indemnified Party arising out of, or relating to, the use of or reliance by Customer or any User on any Content, Modified Content or Proprietary Content.

10. TERM AND TERMINATION.

10.1 Agreement Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Ordering Documents and attachments, unless otherwise terminated earlier as provided hereunder.

10.2 Subscription Services Term. The initial term of Subscription Services commences on the date specified in, and continues for the term set forth in, the Ordering Documents. Following the end of the initial term, Subscription Services shall automatically renew for the same length as the initial term unless either party gives written notice at least sixty (60) days prior to the end of the initial term, or any renewal term, of its intention to terminate any of the Subscription Services. The pricing for the first twelve (12) months of any renewal term shall be provided by Company in writing no less than sixty (60) days prior to the end of the initial term or any renewal term. The initial term and renewal term(s) are collectively referred to as the “Subscription Services Term”.

10.3 Termination. Either party may terminate the Agreement including all Ordering Documents executed thereunder immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, except for breach of section 5.1 which shall have a ten (10) day cure period; or (ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the applicable United Kingdom insolvency acts or rules, as amended, or under any similar laws or statutes of the United Kingdom, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any

involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United Kingdom insolvency acts or rules.

10.4 Partial Termination. Where a party has rights to terminate, the non- breaching party may at its discretion either terminate the entire Agreement or the applicable Ordering Documents. Ordering Documents that are not terminated shall continue in full force and effect under the terms of this Agreement.

10.5 Effect of Termination. Following termination of this Agreement (for whatever reason), Customer shall certify that Customer has returned or destroyed all copies of the Content, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Customer acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Customer data after three months of the expiration or termination of Subscription Services. Termination for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement. Upon termination for any reason of a Professional Services engagement, all work product, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon its receipt of a notice of termination, Company shall cease and shall cause any agent or subcontractor to cease all work under the applicable Ordering Documents and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable Ordering Documents, Customer shall pay Company's fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith.

10.6 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: sections 1 , 5, 6, 8, 9,10 and 11.

11. GENERAL PROVISIONS.

11.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services upon ten (10) days written notice to Customer in the event Customer is in breach of this Agreement. Company may impose an additional charge to reinstate service following such suspension.

11.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.3 Subcontractors. Company may subcontract or delegate Subscription and/or Professional Services to any third party without Customer's prior written consent.

11.4 Assignment. Company may assign this Agreement and any or all of its rights and obligations herein without Customer's approval. Customer may not assign or transfer this Agreement without Company's prior written consent.

11.5 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

11.6 Compliance. Company reserves the right to utilize data stored by Customer in the LMS to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Customer.

11.7 Notices. Any notice required or permitted to be sent under this Agreement (except for invoices and notices related to payment of fees and price increases) shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement Signature Page or to such other address of the parties designated in writing in accordance with this subsection.

11.8 Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.9 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.10 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

11.11 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements,proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Customer's purchase order or other business processing document shall have no effect.

11.12 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.

11.13 Governing Law and Venue. The Agreement, and all claims and disputes hereunder (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to its principles of conflict of laws. Any dispute

arising from or relating to the Agreement shall be litigated or settled in the courts located in London, England, to whose exclusive jurisdiction the parties hereby consent.

11.14 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

11.15 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and the parties agree that facsimile and/or pdf scanned copies of signatures, or any other form of electronic signature shall be as effective and binding as original signatures.

11.16 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the LMS is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the LMS is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: “U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987).”