

GPiLEARN+ Implementation

The following outlines the GPiLEARN+ implementation process:

1. Project Kick-Off Conference Call

The project kick-off conference call should include your company's stakeholder, and we will cover the following:

- Introductions
- Review your company's needs, proposal requirements, timeline, and deliverables
- Provide the GPiLEARN+ Jump Start Questionnaire
- Provide the employee import spreadsheet
- Review qualification program design process
- Finalize and mutually agree to project schedule, including:
 - Branded site build and go-live dates
 - Site visits for program design
 - Administrator training and webinars
- Discuss the GPiLEARN+ training

2. Design & Build GPiLEARN+ Branded Site

Following the project kick-off, GP will design and build your company's branded site, including:

- Build the site to the specifications listed in the Jump Start questionnaire
- Configuring the GPiLEARN+ content
- Import all learners upon receipt of the employee import spreadsheet
- Configure site organizational structure and permissions
- Upload qualification programs through programming Job Roles and Learning Paths

3. Qualification Program Design (optional)

The GPiLEARN+ platform fully supports implementation of a customized, blended-learning qualifications program. A well-designed, sustainable program on GPiLEARN+ can ensure a highly competent and safe workforce in a cost effective manner. For more information please review **Appendix 3**.

4. Import User Accounts

GP will upload all users upon receipt of the employee import spreadsheet. During this process, organizations and other customized attributes for your Company will be programmed.

5. GPiLEARN+ Administrator Training

GP will conduct training with your team to help you effectively use GPiLEARN+. Administrators will receive ongoing Administrator support from the GPiLEARN+ support team including:

- Deliver an Introduction to GPiLEARN+ Admin WebEx to walk key personnel through the new site to review:
 - The login process
 - Overall site layout and design
 - Functionality of key features and capabilities
 - Content and permissions
 - Address any specific inquiries and initial questions
- Access to our no-cost 2-day GPiLEARN+ Admin Training session, training manuals, and ongoing access to free webinars, tutorials, and other information
- Continuous support regarding how to manage accounts, modify and program custom Job Roles and Learning Paths, create custom exams, run and schedule reports, upload custom content, and perform various related functions

6. GPiLEARN+ Go-Live

Implementing a new training system is a major event in the life of an organization. A carefully planned go-live date is essential for maximizing the value of your solution and minimizing disruption during its implementation. GP will work with your company to determine an appropriate "go live" date to ensure a smooth transition.

7. GPiLEARN+ Ongoing Support

The GPiLEARN+ team offers extensive support and training to ensure your successful and continued use of the system. Our goal is to train your Administrators how to effectively administrator your new GPiLEARN+ site. And, training and ongoing support as listed below is no additional cost.

- Unlimited access to the GPiLEARN+ Support Team Professionals (support hours are Monday – Friday from 8 am – 8 pm ET)
- Introductory one-hour GPiLEARN+ Admin webinar, covering:
 - Technical Requirements, Learner Interface, Managing Accounts, Running Reports, Accessing the users and content, and Support Resources
- Initial and ongoing Administrator training & Monthly Webinar
- GPiLEARN+ Job Aids, FAQs, Communications Plans, User Guides, and other supporting documentation
- All support inquiries are tracked in our ticketing system and our target is 24 hour or less response time for initial contact. Content issues may take longer.

GP Strategies Qualification Program & Design Process

The GPiLEARN+ platform fully supports implementation of a customized, blended-learning qualifications program. A well-designed, sustainable program on GPiLEARN+ can ensure a highly competent and safe workforce in a cost effective manner.

To accomplish this goal, GP works with your leadership and personnel to develop the framework of the program based on your specific needs and compliance requirements. GP will design a curriculum based on the specific job roles of your organization and equipment at your facility.

The program is implemented on the web-based GPiLEARN+ which allows for program administration and tracking as well as access to over 1650 fundamental web-based training (WBT) content. GP's Subject Matter Experts (SMEs) remain involved during the entire implementation process to provide support to ensure overall program goals are being met.

The approach for developing the qualification program framework and implementation on GPiLEARN+ includes:

1. Assign a highly qualified GP training specialist to serve as the SME to provide consultation for the program design. This resource will host a project kick-off call with stakeholders to complete introductions, review project scope, discuss training needs and expectation, request data, and determine appropriate project schedules.
2. Initial reference material will be provided to GP SME to conduct pre-work prior to a site visit. This pre-work includes reviewing any existing training material, reviewing plant drawings and P&IDs, and beginning to match GPiLEARN+ lessons to the site-specific equipment. The extensive GPiLEARN+ catalog allows our SME to match web-based content to your specific equipment as a component of the qualification program.
3. GP's training specialist will visit the plant site for approximately one week to collect additional data and interview plant leadership and other site personnel. During this week, the GP SME will confirm expectations and present best practices for qualification program development and implementation. Discussions surrounding job duties, tasks, and any specific challenges and constraints you are currently facing will occur during the site visit. Methods to address and overcome these obstacles will be factored into the training program design.
4. GP's project team will work remotely to finish the draft of the program framework. This framework will be based on the information exchanged during working sessions. GP expects a blended program to be developed that leverages the following training methodologies:
 - o GPiLEARN+ WBT Lessons and Exams (both technical and compliance)
 - o Competency Exams
 - o Instructor-Led Training with evaluations

- On-the-Job Training and evaluations (Job Performance Measures)
 - Coaching and mentoring
 - Manager assessments on GPiLEARN+
 - Others as appropriate
5. Following draft program framework design, GP's project team will present the program to leadership for review, comment, and adjustment.
 6. Once finalized, the curriculums are programmed into your GPiLEARN+ branded site as Job Roles and Learning Paths for program delivery, tracking and administration.

Note: During the curriculum design effort, GP may identify gaps in the site-specific training material required to support the program, and GP will catalog these items in order to determine whether an acceptable solution can be found or discuss options for development of the required content either by plant personnel or GP.



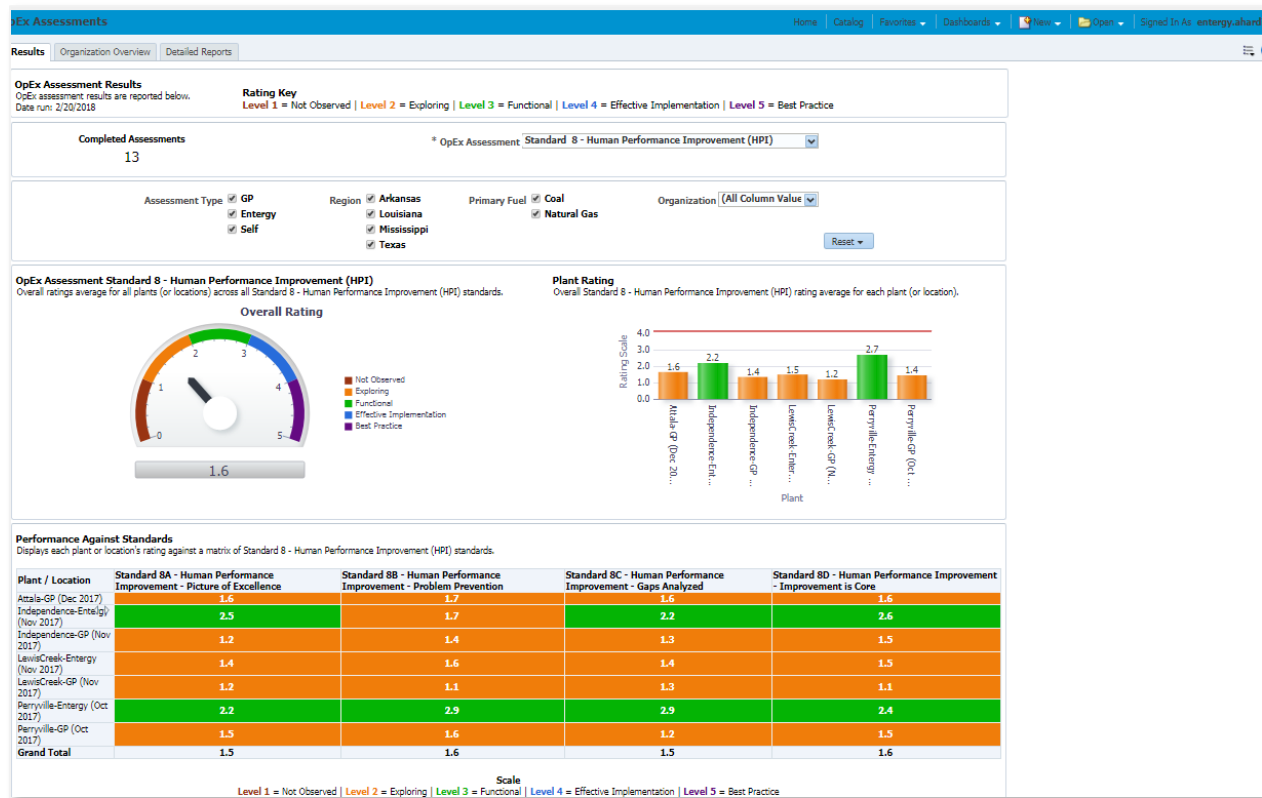
GPiLEARN+ Features & Functions

Executives and Business Intelligence

As an executive, with the right data available to you, you can effectively make decisions that impact the success of your business. But, compiling data from many sources can be time consuming. Leveraging the advance analytical capabilities of GPiLEARN+, you can have access to the data you need, when you need it.

Learning / Business Analytics

Learning Analytics provides executives with real-time analysis to forecast long and short term workforce goals. From data related to employee training to live dashboards to track critical key performance indicators (KPIs), Learning Analytics allows you to easily and effectively manage your organization and its goals.



Dashboards and Reporting

Standardized dashboards within GPiLEARN+ Learning Analytics are provided on course completions and online training time for your site. In addition, a catalog of dashboard templates is available to be configured and customized for your specific use in order to view the metrics that are important to you and your organization. Fully customized dashboards may also be developed that allow you to select exactly how you want to view your data.

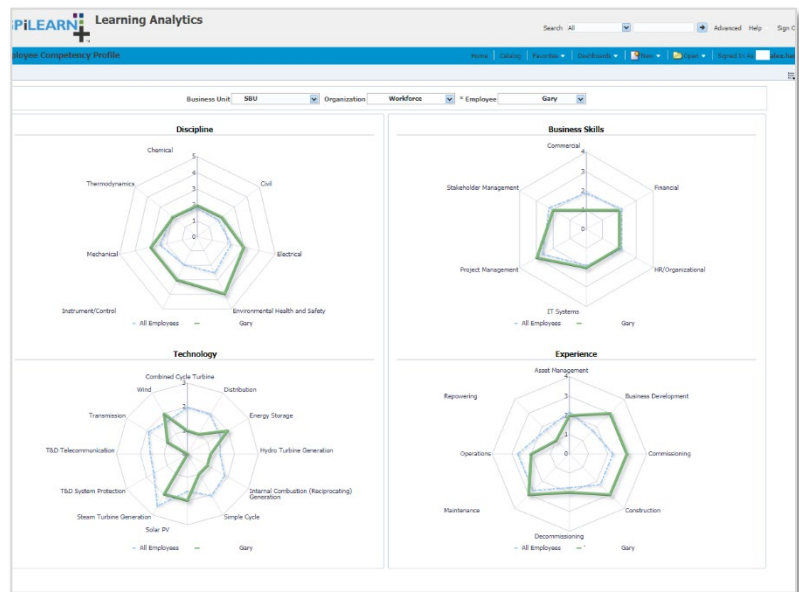
Competency Management

Competency management dashboards track the specific capabilities of your company-wide workforce, based on the competencies programmed and managed on your GPiLEARN+ site. This allows you to manage your resources effectively by making informed decisions on the staffing of your facilities.

With a catalog of knowledge and skills available in your competency management system, you can staff internal special projects and events, such as large outages, that you previously may have had to outsource.

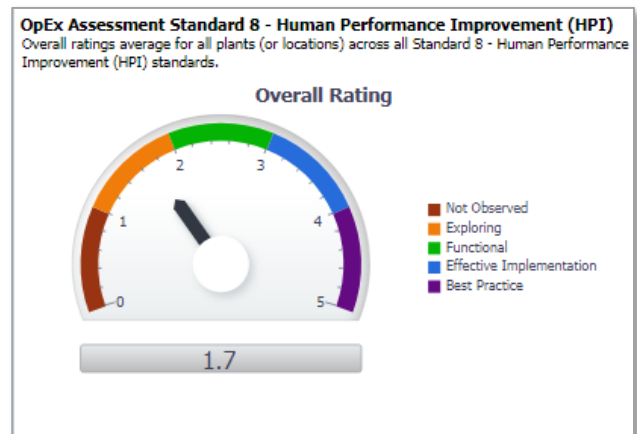
This can lead to significant cost-savings while also receiving the benefit of further developing your workforce through experience.

Beyond management of your staff at a high level, the use of competency management dashboards also allows for competency gap analysis to occur which allows you to target training to specific areas of need at the organizational and individual employee levels.



Operational Excellence Assessment Tool

Operational Excellence (OpEx) dashboards can help identify areas to target for improvement within an organization in order to meet critical KPIs and/or improve the efficiency at which your company functions. Once OpEx data is collected, the dashboards allow executives to quickly compare facilities across their fleet on various OpEx standards, including the ability to filter data by parameters such as plant type, state, region, MW generation, etc. This provides a high level overview of the performance of your organizations and allows for action plans to be developed to raise the overall functional level of your company.



Benchmarking Assessments

Utilizing industry-tested benchmarking assessments for your workforce allows you to easily identify knowledge gaps and target training in specific areas. Through the use of customized benchmarking assessment dashboards, you are easily able to view the benchmark results through an interactive display that allows you to filter your workforce by location, organization, job position, and more. This allows for an efficient use of a time in conducting analysis and provides better overall value for the benchmarking process.

Administrators

When it comes to reporting, scheduling, and creating a Job Roles and Learning Paths, there's no easier platform to use. Manage your learners and content efficiently to meet your training program goals. Enabling your learners with an easy-to-use platform is key to their retention in a web-based learning environment. The user experience, along with engaging graphics and content, will keep learners focused as they move along in their curriculum. A few key features of GPiLEARN+ are below.

Job Roles

Administrators can define users based on their job roles. A Job Role can be a collection of training through online training, site-specific content (e.g. operation procedures, oral boards, job performance measures, Learning Paths, exams and licensing requirements. This helps to identify the appropriate training needed for a specific Job. When a person's Job Role changes, the LMS can automatically assign the new Job Role.

Learning Paths

Create Learning Paths can consist of multiple courses and deliver a customized learning experience to fulfill a specific need. Learning Paths identify the required training a learner needs to complete and be

required to be completed by all employees or a selected few. Learning Paths provides a straightforward view of existing and upcoming training requirements. The LMS allows learners to easily print completion certificates.

Importing Content

The streamlined importing content process in GPILEARN+ allows you to easily import specific-specific content such as PDFs (this includes word documents and PowerPoints converted into PDFs), web-based training, MP4 files, and URLs. Versioning is automatic and the versioning history is displayed.


Reporting

With GPILEARN+ you can quickly gain insight on employee training progression. Learners can run and view reports to track their progress. Managers can run and schedule reports to track the training activity for users in their hierarchy. Administrators have the ability to run and schedule reports for the facilities that they support. The scheduled reports are automated and can be emailed to anyone with an email address at your desired frequency. Customized reports are also available.

The screenshot displays the Reporting interface in GPILEARN+. The top navigation bar contains 'Home', 'Catalog', 'My Learning', 'Reporting', and 'Admin'. The 'My Reports' section on the left lists several reports, with a red arrow pointing to '005.1 - Learning Path Status Summary (11105)'. The main area shows the configuration for this report, including fields for Name, Description, Format (HTML), and Parameters (Folder, Organization, User, Manager, Direct Reports Only, Active Users, Job Role, Shift, Location). The 'Parameters' section includes fields for Folder, Organization, User, Manager, Direct Reports Only, Active Users, Job Role, Shift, and Location, each with a percentage input field and a search icon. The 'Mandatory fields' section is also visible.

Dashboards

GPILEARN+ provides full analytics and dashboard tools that provide real-time tracking of critical key performance indicators (KPIs). This includes a series of standard dashboards related to performance and time management. A library of templates is available for configuration within your site and custom dashboards can be created to fit your specific needs. In addition to using data from your GPILEARN+ site, applications (such as SharePoint or HR/CMMS systems) can be integrated into Learning Analytics to allow for a flow of data to be included in custom dashboards.



Learner dashboards are an intuitive way of providing the most important set of information so that the learners are aware of their progress every time they log on to the system. Learner dashboards encapsulate the progress of the learner through multiple courses, showcasing cumulative progress as per the entire learning curriculum, as well as presenting a learning calendar to plan for trainings as per individual schedule.

Notifications

Standard GPiLEARN+ notifications help you inform the learner when required training has been assigned to them and to help remind the learner of important reoccurring training that is due. Notifications can be emailed directly informing learners of an action they to complete; and/or to their manager. Customized notifications are also available.

Certifications

Certifications enable your team to track training that needs to be taken on a recurring basis. Each completion is recorded in the learners training history. Site Administrators can select from a number of settings from which renewals will be based (e.g. fixed date, due date, renewal window, Completed date, etc.)

Scheduled Learning

Instructor-led courses can be scheduled through the LMS enabling users to enroll in an upcoming class. Resources for the class such as the instructor, classroom, and the locations can be posted in the LMS. Instructors can print class rosters and mark attendance for these classes.

Exam Generator

GPiLEARN+ allows your team to create custom exams and surveys that complement your site-specific content and Instructor-led training courses. GP can also work with your team to build comprehensive exams to test knowledge of assigned training. Pictures can be embedded in site-specific exams.

Manager Assessments

Manager Assessments enable the manager to observe completion of an activity or task and empowers them to update the completion status in the LMS for tasks and job performance measures complete by the learner.

GPiLEARN+ Client Support Overview

The GPiLEARN+ team offers extensive support and training to ensure your successful and continued use of the system. And, training and ongoing support as listed below is no additional cost!

- Unlimited access to the GPiLEARN+ Support Team Professionals:
 - 8:00 am - 8:00 pm Eastern Standard Time, Monday through Friday (closed on holidays)
 - Phone: 866.246.8501/+1.443.539.8670
 - Email: gpilearn@gpstrategies.com
- Introductory one-hour GPiLEARN+ Administrator webinar, covering:
 - LMS Technical Requirements, Learner Interface, Managing User Accounts, Reports, Admin Interface, and Support Resources
- Initial and ongoing Administrator training
 - Refer to Appendix 6
- Monthly Webinar series, including training topics such as:
 - Running and Scheduling Reports
 - Importing Site-Specific Content Certification
 - Basic and Advanced Exams
 - Manager Assessments
 - How to Create a Survey
 - Creating and Assigning Learning Paths
 - Many other topics

All support inquiries are tracked in our ticketing system and our target is to return messages within 24 hours or less.

GP maintains a database to track GPiLEARN+ content issues. Issues with GPiLEARN+ content (lessons and exams) should be submitted to gpilearn@gpstrategies.com. An email will be sent to you to confirm receipt of your email along with an issue number. We strive to address issues within thirty (30) days.



GPiLEARN+ Administrator Training

GP will provide extensive training during the initial set-up of your GPiLEARN+ branded site as well as continuous ongoing training and support. GP will provide the following training resources:

- Introduction to GPiLEARN+ Webinar (one-hour) will be scheduled for the Administrators to provide them with an overview of the Learner Interface and to highlight some Administrator functions.
- GP recommends key individuals from your Company attend our 2-Day GPiLEARN+ Administrator Training Session. This class is for the Site and Organization Administrators. GP's offers these training sessions in MD, TX, and CA. During the class, key features and functionality that your team can utilize on the LMS will be discussed. Our goal is to train your Administrators to effectively administrator your GPiLEARN+ LMS. These classes are available to your team anytime throughout the year for new team members or refresher training. A table of contents for the 2-Day course follows.
- Live Webinars (GP offers live monthly webinars on various LMS topics. Client Specific webinars can also be scheduled). Topics include:
 - Reports, Importing Content, Creating and Assigning Learning Paths Certification, Scheduling Classroom Courses, Manager Assessments, and many other topics
- Online videos, vignettes, and recorded webinars, including:
 - Creating a Learning Path
 - Importing WBT Content
 - Creating Certification Offering
 - Targeting a Learning Path
 - Scheduling a Report
- Administrator, Manager, and Learner Manuals

2-Day GPiLEARN+ Administrator Training

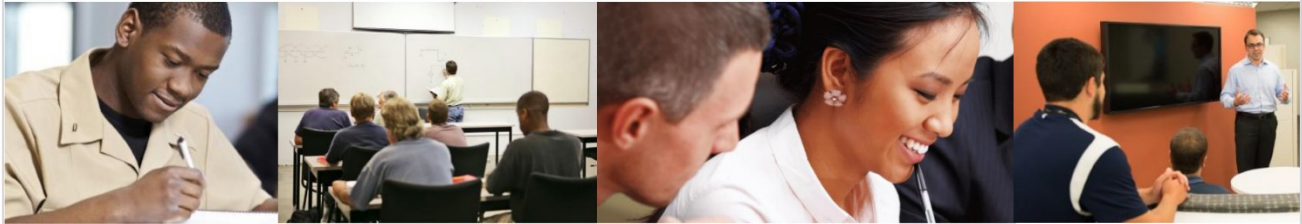


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- Job Roles (creating, targeting, editing, deleting)

GPiLEARN+ Languages

The LMS interface can be used in the following languages:

- Arabic
- Bahasa Indonesia
- Bulgarian
- Chinese (Traditional)
- Dansk (Danish)
- Deutsch (German)
- Eesti keel (Estonian)
- English
- English (US)
- Español (Spanish)
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- Ελληνικά (Greek)
- Русский (Russian)
- ไทย (Thai)
- 日本語 (Japanese)
- 简体中文 (Chinese Simplified)
- 한국어 (Korean)



On-Line Learning Access Agreement

BY SUBMITTING A SERVICE ORDER, PURCHASE ORDER OR OTHER SIMILAR DOCUMENT SEEKING TO SUBSCRIBE TO GPILearn, CLIENT AGREES TO BE LEGALLY BOUND BY THIS ON-LINE LEARNING ACCESS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ACCESS TERMS AND CONDITIONS ATTACHED HERETO THAT COMMENCE ON THE FOLLOWING PAGE, AND BY ANY OPERATING RULES OR POLICIES IMPLEMENTED FROM TIME TO TIME BY GP STRATEGIES WITH RESPECT TO THE SERVICES (COLLECTIVELY, THE "AGREEMENT"). FOR THE AVOIDANCE OF DOUBT, EXCEPT AS EXPRESSLY AGREED IN WRITING BY GP STRATEGIES, ANY ADDITIONAL OR CONFLICTING TERMS ON ANY NON-GP STRATEGIES ORDER FORM USED BY CLIENT SHALL BE VOID AND OF NO FORCE OR EFFECT.

TERMS AND CONDITIONS

1. DEFINITIONS. Unless otherwise defined in the glossary in Section 23, below, capitalized terms used in this Agreement shall be defined in the context in which they are used.

2. ACCESS RIGHTS. Subject to the terms and conditions of this Agreement, GP Strategies: (i) agrees to provide access to the Site and the Services as set forth in this Agreement and in the mutually executed Service Orders hereto, and (ii) grants to Client a non-exclusive, non-transferable (except to its Learners) right to access and use the Site, solely in accordance with the rights granted hereunder to Client for its use of the Service.

3. LIMITED RIGHTS. Client acknowledges and agrees that its rights under this Agreement are expressly limited to accessing and using the Services via the Site solely for the benefit of training its Learners, and Client does not receive any rights under this Agreement to access or use the Services for the benefit of any other third party. Any act or omission by any of Client's Learners (or any other person accessing or using the Services through Client or any Client account or sub-account) that would be deemed to constitute a breach or default hereunder if committed or omitted by Client shall be deemed to be Client's breach or default and Client shall indemnify, defend and hold harmless GP Strategies from and against any and all costs (including, without limitation, reasonable attorneys' fees and court costs), liabilities and damages arising out of or in connection therewith.

4. SUPPORT. During the term of this Agreement, Strategies agrees, at no additional cost to Client, to use commercially reasonable efforts to correct Program Errors reported by Client to GP Strategies in accordance with GP Strategies then-current Program Error resolution procedures.

5. ACCEPTABLE USE POLICY. Client agrees to comply with the then-current GP Strategies AUP, privacy notices and policies, terms of service, security policies, and other applicable agreements and policies that may be established by GP Strategies from time to time with respect to the Site or any of the Services (collectively, the "**Policies**"). GP Strategies reserves the right to refuse to display any content or Learner Profile that is, and to refuse access to any person or entity that uses any portion of the Services to display materials that are, illegal, of insufficient quality, obscene, vulgar, offensive, dangerous or are otherwise

inappropriate, or that may infringe the intellectual property or personal rights of any third party, as determined by GP Strategies in its sole discretion. The Policies are incorporated into this Agreement by this reference and are subject to the terms and conditions of this Agreement.

6. FEES AND PAYMENT TERMS. Client agrees to pay to GP Strategies all amounts due, including any late payment fees, as are specified in this Agreement, a Service Order, or in an invoice. All orders placed with GP Strategies are subject to acceptance by GP Strategies. Except as expressly agreed in writing by GP Strategies, any additional or conflicting terms on any non-GP Strategies order form used by Client shall be void and of no force or effect. If any authority imposes a duty, tax or similar amount (other than based on GP Strategies' net income), Client agrees to pay, or to promptly reimburse GP Strategies for, all such amounts. Invoices may be delivered by GP Strategies to Client hereunder by email or other electronic means. Any amount due hereunder which is not paid by Client to GP Strategies when due will be subject to a late fee at the rate of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less.

7. CLIENT WARRANTY. Client represents and warrants it will not directly or indirectly engage in any activities that: (i) constitute or encourage a violation of the AUP or any applicable law or regulation, including but not limited to the violation of export control or obscenity laws; (ii) defame, impersonate or invade the privacy of any third party or entity; (iii) infringe the rights of any third party, including, without limitation, the intellectual property, business, contractual, or fiduciary rights of others; or (iv) are intended to gain, or result in gaining, unauthorized access to any systems or servers operated by or for GP Strategies.

8. GP STRATEGIES' WARRANTY. During the Term, GP Strategies warrants that the software used to operate the Services will substantially be free of Program Errors. For Program Errors Client reports to GP Strategies during the Term of this Agreement, GP Strategies agrees, as Client's sole and exclusive remedy under the foregoing warranty, to use commercially reasonable efforts to correct such Program Errors in accordance with GP Strategies' support obligations pursuant to Section 4.

9. DISCLAIMER OF WARRANTIES. THE EXPRESS WARRANTY OF GP STRATEGIES STATED IN SECTION 8, ABOVE, IS IN LIEU OF ALL OTHER WARRANTIES BY GP STRATEGIES AND/OR ITS SUPPLIERS (REGARDLESS OF WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, OR ANY WARRANTIES ARISING UNDER ANY OTHER LEGAL REQUIREMENT. NEITHER GP STRATEGIES NOR ANY OF ITS SUPPLIERS WARRANT THAT OPERATION OF THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED OR COMPLETELY SECURE, AND GP STRATEGIES HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF. CLIENT ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT ITS OWN SOLE DISCRETION AND RISK, AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES (E.G., TO ITS COMPUTER SYSTEM OR LOSS OF DATA) THAT ARISES OR RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

10. CONFIDENTIALITY. Each party receiving Confidential Information shall use at least the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information of like importance under similar circumstances, which shall not be less than reasonable care. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided the receiving party has given the disclosing party prior written notice of such required disclosure and, to the extent reasonably possible, has given the disclosing party an opportunity to contest such required disclosure at the disclosing party's expense. Notwithstanding anything to the contrary in this Agreement, Client agrees that GP Strategies shall be entitled to disclose (i) a Learner Profile to that Learner or to other persons authorized by Client or such Learner, and (ii) aggregate statistical and demographic information collected by GP Strategies in its operation of the Services (such as but not limited to information concerning the number of Learners using the Services); provided, that GP Strategies shall not disclose any such statistical and demographic information in a manner that directly attributes such information to Client or identifies any individual Learner without Client's or such individual Learner's consent.

11. PRIVACY. Client agrees to keep confidential all passwords and access controls related to the Services, to allow no other person or entity to use its account, and to notify GP Strategies promptly if Client has any reason to believe that the security of its account (or of any sub-account) has been compromised.

12. INDEMNITY BY CLIENT. Client agrees to indemnify, defend and hold harmless GP Strategies from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) relating to or arising out of or related to (i) a breach or alleged breach of this Agreement or the Policies by Client or a Learner, or (ii) Client's or any of its Learners' use of the Services.

13. INDEMNITY BY GP STRATEGIES. Subject to the provisions of this Section and Sections 12 and 14, GP Strategies shall at its

expense defend any claim or action against Client to the extent such claim or action is based on an allegation that the software used by GP Strategies to operate the Services infringes a Berne Convention copyright or misappropriates a trade secret recognized as such under the Federal Trade Secrets Act, and GP Strategies shall pay those damages and costs finally awarded against Client in such claim or action which are specifically attributable to such allegation; provided, that Client: (i) notifies GP Strategies promptly in writing of such claim or action, (ii) gives GP Strategies sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and (iii) cooperates in the defense thereof at GP Strategies' expense. If the Services or any portion thereof becomes, or in GP Strategies' opinion is likely to become, the subject of an allegation of infringement or misappropriation, Client shall permit GP Strategies to terminate the Services on written notice to Client and refund to Client the amount of fees paid to GP Strategies by Client hereunder, less depreciation for use, damage and obsolescence thereof (such depreciation to be calculated as an equal amount per month over the initial Term of this Agreement). Client shall not incur any costs or expenses for the account of GP Strategies pursuant to this Section without GP Strategies' express prior written consent. **THIS SECTION STATES THE ENTIRE LIABILITY OF GP STRATEGIES AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.** GP Strategies shall have no liability to Client pursuant to this Section or otherwise for any claim or action alleging infringement or misappropriation based upon (a) any abuse or misuse of the Services or any part thereof; (b) any combination of the Services or any part thereof with other products, equipment, devices, software, systems or data not supplied by GP Strategies to the extent such claim arises from or relates to such combination; or (c) any alteration, modification or customization of the Services or any part thereof.

14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (A) GP STRATEGIES' AGGREGATE LIABILITY ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES AND THE SITE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE), WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY GP STRATEGIES FROM CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE LIABILITY, AND (B) NEITHER GP STRATEGIES NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS OR LOST PROFITS), EVEN IF GP STRATEGIES OR ANY OF ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING STATES THE ENTIRE LIABILITY OF GP STRATEGIES WITH REGARD TO THIS AGREEMENT, THE SERVICES AND ANY GP STRATEGIES' SITE. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL PART OF GP STRATEGIES' BARGAIN HEREUNDER, AND GP STRATEGIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

15. OWNERSHIP. Client acknowledges that, as between Client and GP Strategies, all (a) intellectual property rights relating to or residing in the Services or the Site and (b) software and

programming code that supports the operation of the Services or the Site, and any derivatives thereof or other modifications thereto, are owned solely by GP Strategies and its suppliers. As between Client and GP Strategies, all Client supplied content and all Learner Profiles will remain the property of Client. Client grants to GP Strategies the right to use such Learner Profiles in connection with the operation of the Services and to publish such Learner Profiles to such Learner or other persons authorized by Client or such Learner, including the right to adapt the foregoing for use with the Services.

16. TERM. This Agreement will commence on the Effective Date and, unless sooner terminated, shall continue for one (1) year (the "Initial Term"). Unless a party notifies the other party, in writing, of its intention not to renew this Agreement at least thirty (30) calendar days' prior to the expiration of the Initial Term or the then current Renewal Term (as defined herein) or unless this Agreement is terminated earlier in accordance with Sections 17 or 18, this Agreement will automatically renew for subsequent one (1) year periods (each a "Renewal Term").

17. TERMINATION FOR CONVENIENCE. Client may at any time terminate this Agreement in its sole and absolute discretion without cause by giving at least thirty (30) days prior written notice to the other party, provided that Client will immediately pay to GP Strategies any unpaid amounts due and owing to GP Strategies; and IN NO CASE WILL GP STRATEGIES BE REQUIRED TO REFUND ANY AMOUNTS ALREADY PAID BY CLIENT TO GP STRATEGIES. Cancellations may also be subject to a cancellation charge as set forth in the applicable Service Order.

18. TERMINATION FOR BREACH. Either party may terminate this Agreement by giving written notice to the other party if such other party breaches any material term of this Agreement and such breach is not cured within thirty (30) days after delivery to such other party of written notice of such breach, or, with respect to any failure by Client to pay to GP Strategies amounts due, within five (5) days of delivery to Client of written notice of such failure.

19. EFFECT OF TERMINATION. In the event of expiration or termination of this Agreement, Client will (a) immediately remove from all Internet pages operated by or for Client the link to the Site (and any other text, graphics or functionality operating as a link), and (b) at GP Strategies' sole election (i) immediately return all information to GP STRATEGIES regarding the Services delivered by GP Strategies to Client and all copies and portions thereof, in any form whatsoever, or (ii) destroy such information and all copies and portions thereof, in any form whatsoever. Upon termination or any expiration of this Agreement, GP Strategies reserves the right to delete any and all information contained on or relating to the Site, including, without limitation, Learner Profiles and Client content. The provisions of Sections 6, 9, 10, 11, 12, 13, 14, 15, 19, 20, 21 and 23 of this Agreement shall survive any termination or expiration of this Agreement. Termination or expiration of this Agreement shall not relieve Client of any obligation to pay amounts due that have accrued prior to the date of such termination.

20. PUBLICITY. Neither party shall issue any press release, or otherwise publish the fact that the parties have entered into this Agreement, without the prior written consent of the other party; provided, that (i) Client may publicly disclose that the Site is "on GP Strategies" and, to the extent that GP Strategies shall maintain links to the publicly accessible portions of the Site on any GP Strategies Site, that the Site may be accessed from such GP Strategies Site(s) and (ii) GP Strategies may publicly refer to Client

as a customer of the Services or as a participant on the Site. GP Strategies reserves the right to use Client's name and/or a link to Client's website(s) at GP Strategies' discretion, for marketing, sales and demonstration purposes.

21. GENERAL. This Agreement shall be governed exclusively by the laws of the State of Maryland without regard to its conflicts of law principles. Any action brought hereunder shall be brought exclusively in the federal or state courts, in Baltimore, MD, and both parties hereby consent to the jurisdiction of such courts and to such venue, which both agree is convenient. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT. Either party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect. Except as otherwise provided herein, all rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action against GP Strategies or its suppliers/licensors arising out of or related to the Services, the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Agreement is not assignable by Client without the express written consent of GP Strategies. This Agreement, including the Service Orders, invoices and Policies, is the complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications, whether oral or written, relating to its subject matter. This Agreement may not be modified without the express written consent of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any Learner or other third party any rights or remedies under or by reason of this Agreement. The section titles in the Agreement are for convenience only and have no legal or contractual effect. Any notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing by notice as provided by this section. Client shall not export, directly or indirectly, all or any portion of the Services to any country to which exportation is restricted by laws or regulations of the United States without first obtaining GP Strategies' prior written consent and complying fully with all applicable United States laws and regulations relating thereto. Client acknowledges that a violation of this Agreement might cause irreparable harm to GP Strategies for which no adequate remedy at law may exist, and therefore agrees that, in addition to any other remedies available, whether at law or in equity, GP Strategies will be entitled to seek injunctive relief to enforce the terms of this Agreement without posting bond or other form of security, and without having to prove damages.

Neither Party shall be liable for any delay or failure due to force majeure and other causes beyond its reasonable control; however, the foregoing provision shall not apply to any of Client's payment obligations.

22. LEGAL COMPLIANCE. The Services and the Site are provided solely for lawful purposes and use. Client shall be solely responsible for, and agrees to comply with, all applicable Laws.

23. GLOSSARY. "AUP" shall mean GP Strategies' acceptable use policy, as it may exist from time to time (a copy of the current AUP is attached to this Agreement as Exhibit 1). "**Confidential Information**" shall mean any and all information related to a party that such party treats as confidential and any information relating to third parties that such party has an obligation to treat as confidential, which is disclosed by such party to the other party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form; provided that, with respect to Confidential Information of Client, if such information (a) is in writing or other tangible form, such information is clearly marked as "proprietary" or "confidential" when disclosed to the receiving party; (b) is not in tangible form, such information is identified as "proprietary" or "confidential" when disclosed and is summarized in a writing which is marked "proprietary" or "confidential" and is delivered to the receiving party within thirty (30) days after the date of disclosure; or (c) would otherwise be reasonably considered confidential or proprietary given its nature or the circumstances under which it was disclosed. Confidential Information shall not include any information which: (i) the disclosing party expressly agrees in writing is free of any non-disclosure obligations; (ii) at the time of disclosure to the receiving party was known to the receiving party free of any non-disclosure obligations; (iii) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party; (iv) is lawfully received by the receiving party from a third party having the right to so furnish such Confidential

Information; or (v) is or becomes generally available to the public without any breach of this Agreement by the receiving party. Notwithstanding anything to the contrary set forth in this Agreement, the software used by GP Strategies in connection with the Services and all non-public information related to the Services, including, without limitation, the password provided by GP Strategies to Client that enables access to the Site, shall be the Confidential Information of GP Strategies. "**Learner**" shall mean an individual authorized by Client to use the Site under a sub-account established by Client. Each Learner shall be evidenced by Client using unique user identification. "**Learner Profiles**" shall mean all Learner-related information that is used in or by the Services, such as Learner profiles, competencies, certifications and learning history and plans. "**Program Error**" shall mean a reproducible defect or combination of defects in the software used to operate the Services that results in a failure of the Services to function substantially in accordance with GP Strategies' then-current end user documentation included within the Services. Program Errors shall exclude those errors caused by the negligence of Client, any modification or alteration to any part of the Services other than by GP Strategies, data which does not conform to GP Strategies' specified data format, operator error, accident, misuse, or any other cause which, in GP Strategies' reasonable determination, is not inherent in such GP Strategies' software. "Site" shall mean the Internet site maintained by or for GP Strategies or other third parties and located at the Internet address indicated on the cover sheet to this Agreement or another Internet address specified by GP Strategies. "**Services**" shall mean GP Strategies' web-based learning service that is accessible via the Internet at the Site. "**Service Order**" shall mean the contract embodied by GP Strategies' proposal and Client's purchase order and by which Client orders any Services. To the extent of any conflict between the terms of this Agreement and any Service Order, the express terms of this Agreement shall prevail.

Acceptable Use Policy

1.1.1. Overview

This Acceptable Use Policy is intended to ensure that the services provided to our customers are of the highest quality, and to help protect the privacy and security of our data, servers, website, work product, systems and networks (collectively, the "System"), while also encouraging responsible use, including compliance with applicable laws. This Policy also describes types of use of the System that are prohibited. GP may in its sole discretion determine whether a use of the System is a violation of this Policy. GP assumes no obligation to monitor, control, or censor communications of users of the System, but we reserve the right to take such action(s) as we believe necessary to address violations of this Policy that come to our attention.

This Policy applies to all customers and users of the System. GP retains the right to modify this Policy at any time, effective upon posting the modified Policy to this website. Every user is responsible for complying with this Policy and any posted modification. If you do not accept this Policy, you may not access this website or use our System.

1.1.2. Prohibited Uses

The following are prohibited uses of the System under this Policy. These descriptions are guidelines and are not intended to be exhaustive or comprehensive in nature.

1.1.3. Illegal/Criminal Activity

The System may not be used in connection with any activity that would violate applicable state, provincial, federal, or international civil or criminal laws, regulations, or other government requirements. Such violations include, but are not limited to, theft or infringement of copyrights, trademarks, trade secrets, or intellectual property of any type; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

1.1.4. Threats

The System may not be used to transmit materials of a threatening nature, including but not limited to threats of death or physical harm, harassment, embarrassment, libel or defamation.

1.1.5. Offensive Materials

The System may not be used for the distribution of offensive messages or materials, including obscene, pornographic, vulgar, indecent, fraudulent, deceptive or hateful materials. It is also a violation of this Policy to continue to send email to a recipient who has indicated that he/she does not wish to receive a communication from the sender.

1.1.6. Spam

Spam is an unacceptable use of the System. Spam includes, but is not limited to, any of the following activities:

- Posting a message, or messages similar in content, to more than five online forums or newsgroups.

- Posting messages to online forums or newsgroups that violate rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Sending any unsolicited email that could be expected, in GP's discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender's return address and the email address of origin.
- Using System resources to violate an Internet Service Provider's acceptable use policy or terms of service.

1.1.7. Security of the System

Any breach of, or attempt to breach, the security of the System is a violation of this Policy and may result in criminal and/or civil liability. GP will cooperate with law enforcement agencies in any investigation or prosecution of security breaches. The following are examples of breaches of the security of the System:


- Logging into a server or account that you are not authorized to access.
- Accessing data or taking any action to obtain services not intended for you or your use.
- Attempting to probe, scan or test the vulnerability of any aspect of the System.
- Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization.
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System.
- Interfering with, intercepting or expropriating any system, data or information.
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding", "mailbombing" or "crashing" any computer system.

1.1.8. Indirect Access

A violation of this Policy by someone having only indirect access to the System through a customer or other user will be considered a violation by the customer or other user, whether or not with the knowledge or consent of the customer or other user. In addition, this Policy applies to any email or content transmitted by or on behalf of a customer or user which uses a GP account as a mailbox for responses or promotes content hosted or transmitted using GP equipment or systems, or which indicates in any way that GP was involved in the transmission of such email or content.

1.1.9. Consequences

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by GP in its sole discretion. When feasible, it is GP's preference to



give notice so that violations may be addressed voluntarily; however, GP reserves the right to act without notice when necessary, as determined by GP in its sole discretion. GP may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.