

GP STRATEGIES (BESPOKE) APPLICATION HOSTING AGREEMENT Standard Terms and Conditions Schedule

This (Bespoke) Application Hosting Agreement is between the GP Strategies Group Company named in the related Project Schedule identified in the Commercial Terms (“GP Strategies”) and the entity that wishes to use GP Strategies’ application hosting services (as identified in the Commercial Terms) (“Client”), and describes the terms and conditions pursuant to which GP Strategies will provide the application hosting services to the Client. By usage of the Services, the Client agrees to be bound by the terms and conditions of this Agreement.

1 Definitions and Interpretation

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

“Agreement”	this (Bespoke) Application Hosting Agreement to which the Client is required to agree before using the Services comprising, where appropriate, a Statement of Work, order form and/or a signature section (in any case incorporating the Commercial Terms) and this Standard Terms and Conditions Schedule;
“Application”	the application developed and delivered by or on behalf of GP Strategies pursuant to a Statement of Work provided under a Professional Services Agreement between the Client and GP Strategies, including any applicable error corrections, updates, upgrades and modifications as may be agreed between the parties in writing from time to time;
“Charges”	the charges payable by the Client for the Services in accordance with the Commercial Terms and such other charges falling due in accordance with this Agreement;
“Client”	the Client named in the Commercial Terms;
“Commercial Terms”	the main commercial terms set out in the Statement of Work, order form and/or signature section of this Agreement
“Confidential Information”	all materials and/or information, whether or not marked or otherwise identified as confidential, whether written, oral, graphic or ascertainable by inspection of tangible objects, including without limitation: specifications, formulae, samples, prototypes, devices, techniques, processes, methods, discoveries, inventions, ideas and improvements (whether or not patentable), data, compilations, algorithms, studies, computer programs, code, research, reports, patterns, designs, sketches, plans, drawings, photographs, know-how, trade secrets, marketing plans, business plans, financial information, commercial information, technical information, pricing information, market information, information relating to relationships with third parties, information relating to business models and/or business methods, customer, supplier and distributor lists, and any other subject matter which by its nature

	would be reasonably known to be confidential or proprietary, and all copies of such materials and information;
“Hosted Services”	the Application hosting services listed in clause 3.1.1;
“Initial Term”	the period specified in the Commercial Terms, or, by lack of such inclusion, the first 12 months from the Services Commencement Date;
“Intellectual Property Rights”	any patent, right to patent, copyright, design rights (registered and unregistered), trade mark and service mark (whether or not registered), trade and business names (including internet domain names and e-mail address names), database rights, know-how, trade secrets, unpatented inventions and any other intellectual property rights in any relevant jurisdiction;
“GP Strategies Group Company”	GP Strategies and any party that, directly or indirectly, partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, GP Strategies, including but not limited to direct and indirect subsidiaries of an ultimate parent holding company, and such GP Strategies Group Company may provide any or all of the Services;
“Normal Business Hours”	means the hours between 09.00 and 17.00 UK time, excluding any public holidays;
“Renewal Term”	the meaning set out in Clause 2;
“Services”	the Hosted Services and Support services listed in Clause 3.1 to be provided by GP Strategies, unless otherwise specified in the Commercial Terms;
“Services Commencement Date”	the date specified as the Services Commencement Date in the Commercial Terms or, if earlier or in the absence of a date being specified, the date from which GP Strategies starts providing any of the Services to the Client;
“Scheduled Maintenance Down-Time”	the meaning set out in Clause 4.4;
“Statement of Work” or “SOW”	the document or order form including a description of the services to be performed by GP Strategies;
“Support”	the support for Hosted Services as to be provided by GP Strategies pursuant to Clause 4;
1.2	In this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender.
1.3	The headings of Clauses are for ease of reference and will not affect the construction of this Agreement.

- 1.4 Anything agreed in the Commercial Terms 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 in respect of the Services, even where specified in the Client's purchase order or otherwise.

2 Commencement and Duration

- 2.1 This Agreement will commence on the Services Commencement Date and will continue for the Initial Term and will renew automatically for subsequent 12 month periods or such other period as agreed in the Commercial Terms (each a "Renewal Term") until it expires or terminates pursuant to this Agreement or until terminated by either party effective at the end of the Initial Term or subsequent Renewal Term by giving not less than two months' prior written notice to the other party.

3 Provision of the Services

- 3.1 GP Strategies will provide the following Services to the Client:
- 3.1.1 Hosting of the Application as set out in this Clause 3; and
 - 3.1.2 Support as set out in Clause 4.
- 3.2 The Application will be hosted by GP Strategies or a GP Strategies Group Company through its relevant third party hosted infrastructure provider (currently Amazon Web Services (www.aws.amazon.com) or Rackspace (www.rackspace.com)). Except where otherwise agreed in writing, GP Strategies shall not provide any uptime guarantees, nor perform any data storage, backup or recovery as part of the Services. GP Strategies does not warrant or undertake that the Services provided under this Agreement meet any ISO 27001 (or equivalent accreditation), legislative or best practice requirements.
- 3.3 The Client will promptly report to GP Strategies all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of the Client) either to gain access to or to interfere with the Application or Services.
- 3.4 GP Strategies will not be responsible for supplying any line access, hardware or any other equipment on the Client's premises.
- 3.5 GP Strategies reserves the right at all times without prior notice to suspend the Client's access to, and/or the provision of, any of the Services for such period as is necessary to carry out emergency system maintenance, emergency upgrading, emergency testing and/or repair.
- 3.6 The Client will not be entitled to any form of access to GP Strategies' or any of GP Strategies Group Company's servers (either read or write access), databases, software or hardware other than the access provided by and through the Application and/or the Services itself.

4 Support

- 4.1 GP Strategies will provide support for the Hosted Services as included in this clause 4 but GP Strategies shall not provide any support for the Application as part of this Agreement except to the limited extent provided in clause 4.2. However, GP Strategies may provide Application support services to the Client upon terms and charges to be agreed, and always subject to a Statement of Work.
- 4.2 Maintenance and support for the Application is not included as part of the Support,

except insofar as an error correction release or patch is made available by GP Strategies to Client voluntarily as part of Support. All Intellectual Property Rights in any such error correction release or patch shall vest in and remain with GP Strategies or its applicable licensor(s). Any Application maintenance or support provided in addition to the Application maintenance and support described in this Clause 4.2 will be charged for in addition, in accordance with Clause 4.1.

- 4.3 Telephone and on-site support do not form part of Support. The only included support services for the Hosted Services are for supporting Priority 1 ("Critical Problem. System is Down.") incidents as defined below in Clause 4.6. Any other support requests related to the Application or Hosted Services are subject to acceptance by GP Strategies and may require additional charges as applicable under a separate Statement of Work.
- 4.4 The Client accepts that GP Strategies or any applicable GP Strategies Group Company will require scheduled down-time periods from time to time to perform system maintenance, backup and upgrade functions for the Services ("Scheduled Maintenance Down-Time"). Scheduled Maintenance Down-Time will be scheduled in advance and timed to minimise any disruption to the Client. Scheduled Maintenance Down-Time is required to allow GP Strategies (or its third party contractors or applicable GP Strategies Group Company) to maintain and improve server or storage space and other facilities. GP Strategies does not give any warranty that the Service will be uninterrupted or error-free.
- 4.5 The Client may designate up to two of its staff members as support contacts. Each support contact may contact GP Strategies through its online support tool or through such other means as communicated by GP Strategies. Support will be provided at the times specified in this Agreement, or as otherwise agreed between GP Strategies and the Client. The Client may change the support contacts up to twice in any year of this Agreement free of charge.
- 4.6 Support requests should be notified to GP Strategies by Client's support contacts by submitting a ticket through GP Strategies' Freshdesk tool. Under its standard Support GP Strategies will provide support for Priority 1 issues during Normal Business Hours as follows:

PRIORITY	DESCRIPTION	INITIAL RESPONSE TIME
1.	Critical problem. Hosted Services are down.	4 hours

"Initial Response Time" refers to the targeted response time by which GP Strategies will communicate (by email, online case management system or telephone) with the Client in respect of the reported problem. It does not refer to the time in which the reported problem will be resolved by GP Strategies. The Initial Response Time is calculated on the basis of Normal Business Hours.

- 4.7 Subject to clause 4.9 GP Strategies shall use reasonable efforts to resolve any Priority 1 tickets as soon as possible always during Normal Business Hours. GP Strategies shall also use its reasonable efforts to communicate ticket progress to the Client from time to time.

- 4.8 GP Strategies will use commercially reasonable efforts to prevent unauthorised access to the Application and Services. The Client acknowledges that the Services and, where applicable, data transmitted to or through the Application are provided via the internet, a publicly-available computer network, and that such networks are susceptible to failure, attack and hacking.
- 4.9 GP Strategies will have no obligation to provide the Support and/or Services where faults arise from:
- 4.9.1 misuse, incorrect use of or damage to the Application or Services from whatever cause (other than any act or omission by GP Strategies or any party under its control);
 - 4.9.2 Client's failure to maintain the necessary environmental conditions for use of the Application;
 - 4.9.3 modification to the Application or Services by any person other than GP Strategies or any party under its control;
 - 4.9.4 breach of the Client's obligations under this Agreement; or
 - 4.9.5 Client's operator error.

5 Client's Obligations

- 5.1 The Client will:
- 5.1.1 use the Services in accordance with GP Strategies' reasonable operating instructions as may be made available to the Client in writing (including via email, and support channels such as Freshdesk) from time to time, and the terms of this Agreement;
 - 5.1.2 where applicable, be responsible for ensuring that the Services are not used for the sending, recording or storage of any defamatory, offensive, abusive, derogatory, blasphemous, racist, obscene or menacing material or in a manner which infringes the rights of any person (including rights of data privacy, copyright and confidentiality);
 - 5.1.3 be responsible for complying with its obligations under any applicable statutory provisions in any relevant jurisdiction in respect of the Services.
- 5.2 Where the Client wishes to dispute an invoice or part of an invoice it will do so as soon as reasonably practicable and in any event within 15 working days of issuance of the applicable invoice after which time, its right to dispute the invoice will lapse.

6 Warranties

- 6.1 GP Strategies hereby warrants to the Client that it will provide the Services with reasonable skill and care.
- 6.2 The parties warrant that the persons executing this Agreement are authorised to do so on behalf of the relevant parties and that the execution, delivery and performance of this Agreement does not in any way conflict with any other agreement including, but not limited to, any policy or guidelines binding on those persons.
- 6.3 The Client warrants that:

- 6.3.1 Where applicable, it will use reasonably commercial endeavours, including using up-to-date virus-checking routines, to ensure that its data and content transmitted to the Services remain free from viruses and other malicious code;
- 6.3.2 in using the Services and Application it will comply with all applicable laws;
- 6.3.3 where applicable, it will not upload any material or content through the Application to the Services which may cause harm to GP Strategies' (or any GP Strategies Group Company's) servers or to the provision of the Services.

7 Charges and Payment

- 7.1 In consideration of GP Strategies providing the Services under this Agreement, the Client will pay the Charges to GP Strategies prior to the commencement of each year of this Agreement. Payment of all additional charges falling due under this Agreement shall be made within 30 days of the date of GP Strategies' invoice. 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.
- 7.2 All charges quoted by GP Strategies are exclusive of any Value Added Tax and any other applicable local, regional or national taxes, levies or charges, for which the Client will be additionally liable at the rate applicable at the date of GP Strategies' invoice.
- 7.3 Payment of all amounts due to GP Strategies will be made by the Client in the agreed currency by wire transfer or by such other method as may be agreed or specified from time to time by GP Strategies. The Client will be responsible for payment of all its bank charges.
- 7.4 Payment of all sums due to GP Strategies must be made by the Client in full without any set-off (whether at common law or otherwise), deductions or withholding for or on account of any taxes, fees, levies, imposts, duties or charges of any nature imposed by any governmental authority on any payment due hereunder, except as required by law.
- 7.5 If the Client fails to make a payment (which has not been disputed in good faith in accordance with Clause 5.2) to GP Strategies in accordance with this Clause 7, GP Strategies will be entitled to (i) charge interest on the overdue amount at a rate of 1.5% per month compounded monthly from 30 days after the invoice date until the date of payment, and (ii) recover on demand from the Client the costs (including reasonable attorneys' costs) incurred by GP Strategies in collecting or recovering the payment due from the Client.
- 7.6 GP Strategies may increase per the end of the Initial Term or applicable Renewal Term the Charges with at least 90 days' notice in writing before the end of the Initial Term and before the end of each subsequent Renewal Term.
- 7.7 Pricing and applicable terms for any services other than the Services shall be as may be agreed by the Parties in a SOW.

8 Confidentiality

- 8.1 Each party to this Agreement (the "Receiving Party") agrees to keep confidential and not copy, adapt, alter or divulge to any third party any and all Confidential Information supplied to or observed by its agents, employees or subcontractors in the course of performing this Agreement which belongs to or relates to the other party (the "Disclosing

Party”) or the other party’s business, organisation, work methods, know-how, clients, programs or products, or which belongs to or relates to any member of the other party’s group.

- 8.2 Each party will immediately inform the other if it becomes aware of the possession, use or knowledge of, or attempts to gain access to, any of the Confidential Information by any person not authorised to possess, use or have knowledge of the Confidential Information and will at the request of the other party provide such reasonable assistance at its own expense as is required by such other party to deal with such event.
- 8.3 The provisions of Clauses 8.1 and 8.2 will not apply to any information which:
- 8.3.1 is in or enters the public domain other than by breach of Clauses 8.1 and 8.2; or
 - 8.3.2 is obtained from a third party who is lawfully authorised to disclose such information; or
 - 8.3.3 is independently developed without reference to the Confidential Information of the Disclosing Party and such independent development can be proved to the reasonable satisfaction of the Disclosing Party; or
 - 8.3.4 is authorised for release by written consent of the Disclosing Party; or
 - 8.3.5 is required to be disclosed by law or order of a court of competent jurisdiction, provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has given the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

9 Data Protection

- 9.1 GP Strategies may process certain personal data as defined in the Data Protection Act 2018, and the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) on the Client’s behalf under this Agreement, and the parties agree that GP Strategies will be in such case be the data processor, the Client will be the data controller and that the following provisions will apply:

- 9.1.1 The categories of personal data which may be processed under this agreement may include the names, email addresses, job titles, profile pictures, assessment results, internal comments and/or other e-learning and performance data relating to the Client and the users of the Application;
- 9.1.2 The nature and purpose of the personal data processing shall include such processing as may be reasonably required for GP Strategies to perform its obligations under this Agreement and for the Client’s legitimate business purposes;
- 9.1.3 The Client, as data controller:
- 9.1.4 confirms that it has processed and will continue to process the relevant personal data in accordance with the relevant provisions of applicable data protection laws (including the GDPR) and the processing doesn’t breach any laws;

- 9.1.5 will reasonably instruct GP Strategies throughout the duration of the agreement to process the relevant personal data exclusively on the Client's behalf and in accordance with the applicable data protection laws and GP Strategies shall promptly comply with any request from the Client requiring GP Strategies to amend, transfer or delete the relevant personal data insofar as this is under GP Strategies' control;
- 9.1.6 will ensure that it is entitled to transfer the relevant personal data to GP Strategies so that GP Strategies may lawfully process the personal data in accordance with this agreement on the Client's behalf;
- 9.1.7 shall take and maintain throughout the term of this agreement appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage, which shall include the obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades. The Client shall indemnify GP Strategies against all costs, claims, damages and liability which GP Strategies may incur as a result of the Client's breach of its obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades.
- 9.1.8 GP Strategies, as data processor shall:
- 9.1.9 only process such personal information on the written instructions of the Client, and the parties agree that the documented instructions are set out in this Agreement or may otherwise be agreed in connection with the performance of this Agreement, such as pursuant to any support requests raised by the Client;
- 9.1.10 ensure that its staff processing such personal information are bound by obligations of confidentiality;
- 9.1.11 take all measures required by the GDPR;
- 9.1.12 not engage another processor without the prior written consent of the Client (not to be unreasonably withheld or delayed) and only on terms which reflect this clause 9 provided that the Client hereby provides its general consent to GP Strategies' engagement of
- 9.1.12.1 any processor that is also a GP Strategies Group Company (www.gpstrategies.com);
 - 9.1.12.2 any third party hosting infrastructure provider it may require in the performance of the Services (GP Strategies currently uses Amazon Web Services (www.amazon.aws.com) and/or Rackspace (www.rackspace.com));
 - 9.1.12.3 any processor involved in the provision of a client support ticketing system to register any support queries (GP Strategies currently uses Freshdesk (www.freshdesk.com) and Atlassian (www.atlassian.com)); and
 - 9.1.12.4 any processor providing client relationship management systems for account management purposes (GP Strategies currently uses Salesforce (www.salesforce.com) and Pardot (www.pardot.com)).

Where any change in any (sub)processor under clauses 9.1.12.1-9.1.12.4 is planned, GP Strategies shall inform the Client as far in advance as reasonably

practicable and in the event that the Client, acting reasonably, objects to such a change, the parties shall have a good faith discussion to find a way to deal with the Client's concerns;

- 9.1.13 implement appropriate technical and operational measures to ensure a level of security appropriate to the general risks involved in the Services as required by Article 32 of the GDPR;
- 9.1.14 taking into account the nature of the processing, assist the Client by implementing appropriate technical and organisational measures, in so far as this is reasonably possible, and in each case subject to a reasonable charge, for the fulfilment of the Client's obligation to respond to requests for exercising the data subjects' (as defined in the GDPR) rights laid down in Chapter III of the GDPR;
- 9.1.15 reasonably assist the Client (subject to such reasonable charge as may be agreed) in fulfilling its obligations to respond to requests for exercising the data subject's rights set out in Chapter III of the GDPR;
- 9.1.16 reasonably assist the Client in ensuring compliance with the obligations set out in this clause 9 and contained in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to GP Strategies;
- 9.1.17 comply with its obligations under Article 28(4) of the GDPR;
- 9.1.18 at the option of the Client, on expiry or earlier termination of this Agreement, either delete or return to the Client all of the Client's personal information;
- 9.1.19 make available to the Client all information reasonably necessary and contribute to audits and inspections reasonably carried out by the Client or on its behalf at the Client's cost to demonstrate GP Strategies' compliance with Article 28 of the GDPR and this agreement; and
- 9.1.20 inform the Client if, in GP Strategies' opinion, any instruction provided by the Client would infringe the GDPR.

10 Limitation of Liability and Disclaimers

- 10.1 This Clause 10 sets out the entire financial liability of GP Strategies (including any liability for the acts or omissions of GP Strategies Group Companies and their respective employees, agents and sub-contractors) to the Client:
 - 10.1.1 arising under or in connection with this Agreement;
 - 10.1.2 in respect of any use made by the Client of the Services, or any part of them; and
 - 10.1.3 in respect of any warranty, representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement including, without limitation, that the Services will be uninterrupted

or virus or error free, that any network or other services supplied by any operator other than GP Strategies will be uninterrupted or virus or error free or that the Services will meet the Client's requirements other than as stated in this Agreement, or operate in combinations with hardware, software, platforms, systems or databases used by or on behalf of the Client.

10.3 Nothing in this Agreement excludes the liability of either Party:

10.3.1 for death or personal injury caused by that Party's negligence; or

10.3.2 for fraud or fraudulent misrepresentation; or

10.3.3 for any damages resulting from that Party's wilful misconduct or gross negligence.

10.4 Subject to Clause 10.3:

10.4.1 GP Strategies shall not be liable whether in contract, tort (including for negligence breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of revenue, loss of profits, loss of business or contracts, loss of actual or anticipated savings, depletion of goodwill and/or similar losses or loss of or corruption to data or information, or pure economic loss, or for any special, incidental, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement, even if it has been advised of the possibility of the same; and

10.4.2 GP Strategies' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the charges paid by Client for the Services during the 12 months preceding the date on which the claim arose.

11 Suspension and Termination

11.1 Either party may (without prejudice to its other rights) terminate this Agreement by notice in writing to the other if the other Party:

11.1.1 defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of receipt of the terminating party's notice so to do, and such termination will take effect either immediately or at a date specified in the notice provided that this provision will not apply to a failure to pay any sum by the due date; or

11.1.2 becomes bankrupt or insolvent, or if the other party's business is placed in the hands of a receiver or trustee, whether voluntarily or otherwise, and such termination will take effect either immediately or at a date specified in such notice.

11.2 GP Strategies will have the right to terminate this Agreement on serving written notice with immediate effect if the Client does not pay any sum within 10 days of receiving a written reminder from GP Strategies provided that the sum has not been disputed in good faith in accordance with Clause 5.2.

- 11.3 GP Strategies may also suspend the provision of the Services under this Agreement on giving not less than 2 business days' notice in writing if circumstances arise in respect of which it has the right to terminate this Agreement under Clause 11.1 or 11.2. and may continue the suspension until the relevant payment has been made or the relevant breach has been cured.

12 Consequences of Termination

- 12.1 On termination of this Agreement for any reason:

12.1.1 the Client will immediately stop accessing the Services; and

12.1.2 each party shall return and make no further use of any equipment, property, materials, Confidential Information and other items (including all copies of them) belonging to the other.

- 12.2 Termination of this Agreement will not affect the obligation of the Client to pay GP Strategies, as the case may be, any charges or other payments which are due and unpaid at the date of termination.

- 12.3 Any termination of this Agreement will not affect any accrued rights or liabilities of either party nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13 Force Majeure

- 13.1 Neither GP Strategies nor the Client will be liable to the other under this Agreement for any failure to perform its obligations hereunder other than Client's payment obligations or for any loss or damage which may be suffered by the other Party due to any circumstances beyond its reasonable control including, without limitation, any Act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action, the act or omission of Government or other competent regulatory authority, terrorism, war, military operations, epidemic, quarantine restrictions or riot. GP Strategies bears no responsibility for any adverse effect on the Services (including, but not limited to, server failure or slow response time) caused by any acts of the Client in violation of this Agreement.

- 13.2 If either the Client or GP Strategies wishes to rely upon this Clause 13 it will send written notice to the other party explaining the relevant force majeure circumstances as soon as reasonably possible.

14 General

- 14.1 This Agreement is personal to the Client and may not be assigned to any third party in whole or in part, including by sale of assets, merger, consolidation or otherwise, without the prior written consent of GP Strategies, not to be unreasonably withheld.

- 14.2 GP Strategies has the right to assign the Services, this Agreement or any part of this Agreement or the Services to a GP Strategies Group Company. In the event of such assignment, GP Strategies shall remain responsible for all acts and omissions of the applicable GP Strategies Group Company and/ or third-party service provider subject to the terms of this Agreement.

- 14.3 The terms of this Agreement will not be varied or amended unless such variation or

amendment is agreed by separate agreement specifically drafted for said purpose and executed by duly authorised representatives from the Client and GP Strategies.

- 14.4 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Client and GP Strategies will immediately commence good faith negotiations to remedy such invalidity.
- 14.5 No failure or delay on the part of either of the Parties to this Agreement to exercise any right or remedy under this Agreement will be construed or operate as a waiver nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.6 This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced in this Agreement, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

15 Notices and Communications

- 15.1 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 the signature section of this Agreement or such other (email) address or facsimile number as one Party may from time to time designate by written (email) notice to the other.
- 15.2 Any such notice or other document will be deemed to have been received by the addressee three (3) 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 at the moment of receipt of a confirmation for receipt in the case of email or other electronic means.

16 Anti-Corruption

The Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of GP Strategies' employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If the Client learns of any violation of the above restriction, it will use reasonable efforts to promptly notify GP Strategies' Legal and Compliance Department at the following address: gplegalnotices@gpstrategies.com.

17 Governing Law and Disputes

This Agreement will be governed by and construed and interpreted in accordance with the laws of law 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. The Parties hereby submit to the exclusive jurisdiction of said courts.

**GP STRATEGIES LEARNING EXPERIENCE
SHORT FORM SERVICES AGREEMENT
Standard Terms and Conditions Schedule**

This Short-Form Services Agreement is between the GP Strategies Affiliate (defined below) and the purchasing customer (“**Client**”) who has requested various services (“**Services**”) from GP Strategies as specified in the Project Schedule (as defined below) and describes the terms and conditions pursuant to which GP Strategies will provide such Services to the Client. In this Agreement, the Client and GP Strategies are collectively referred to as the “**Parties**” and individually as a “**Party**”.

1 DEFINITIONS.

In this document the following words shall have the following meanings:

“Affiliate” mean (a) any and all entities, now or in the future, that control, are controlled by or are under common control with GP Strategies Corporation and/or GP Strategies Ltd, where “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise, and (b) such other entities as agreed to by the parties in a Project Schedule. The term “**GP Strategies**” means individually, and collectively, GP Strategies Corporation and its Affiliates.

“Acceptance” shall mean acceptance of the Deliverables by the Client in accordance with Clause 2.4.

“Agreement” means this agreement entered into between GP Strategies and the Client, comprising a Project Schedule and this Standard Terms and Conditions Schedule.

“Charges” means the total fees payable for the Services (including any applicable license fees) as specified in a Project Schedule, or as otherwise may be agreed between the Parties in writing.

“Client Materials” means any materials, as may be set out in a Project Schedule or otherwise agreed between the parties, that Client provides to GP Strategies to be incorporated into the Deliverables, including but not limited to Client logos, trademarks, images, video content, corporate information, specific training or learning content and/or other information relating to Client’s business, as well as any third party materials which Client may provide to GP Strategies for inclusion in the Deliverables. Client warrants that it owns or otherwise has all rights in the Client Materials required to grant GP Strategies the associated rights regarding the Client Materials as included in this Agreement.

“Deliverables” refers to any content or output delivered to the Client by GP Strategies as part of the Services. This may include but is not limited to: project documentation in printed or on-line format, training events, consultancy, on-line materials, video, audio, photographs, software, computer code, computer hardware, media devices, hosting, support and maintenance or any other item as defined in the respective Project Schedule.

“Intellectual Property Rights” (“IPRs”) means patents, unpatented inventions, designs and design rights, copyright (including, without limitation, rights in computer software), database rights, topography rights, domain names, trademarks, service marks, trade names, rights in trade secrets, know-how including applications and the right to apply for the foregoing and all other intellectual property rights of any nature whatsoever, and all rights of a similar nature or having similar effect, throughout the world whether registered or unregistered.

“Modifications” means any changes to the Deliverables which require an amendment to the

Project Schedule. Modifications shall be requested and undertaken under the terms of Clause 5 (Change Control).

“Project Schedule” shall either mean an agreed provisional project schedule, a sales order form, a sales proposal, a purchase order, a statement of work, a final project schedule or any other such document agreed between the Parties, referencing this Agreement.

“Services” means the services to be provided by GP Strategies to the Client under each respective Project Schedule and this Agreement.

2 SERVICES

2.1 GP Strategies shall perform the Services as specified in the Project Schedule or as may be otherwise agreed. A Project Schedule is agreed by mutual agreement between the Parties and can be in physical form or in electronic or click-wrap form. This Agreement shall come into effect upon the execution of the Project Schedule, which may be executed digitally. Where there is any discrepancy between a Project Schedule and the remainder of this Agreement, the Project Schedule shall take precedence.

2.2 The Services follow a waterfall methodology (unless otherwise specified in the applicable Project Schedule). This means that GP Strategies provides the Services through specific phases which include the Deliverables. The Deliverables must be signed off (as set out in clause 2.4) by the Client before GP Strategies can proceed to the next phase. Unless the Project Schedule specifies that a waterfall methodology does not apply, any change in approach (for example working in a more iterative method or using agile methodology) will need to be scoped using change control procedures.

2.3 GP Strategies shall use its reasonable endeavours to complete the Services in accordance with any timetable specified in the Project Schedule, however, time is not of the essence and any time stated for completion or delivery shall not be a term of this Agreement but shall be an estimate only. Unless expressly otherwise agreed in writing, no warranty as to the time of completion or delivery is given by GP Strategies, and GP Strategies shall not be liable, for any loss or damage occasioned by delay in delivery howsoever caused.

2.4 The Client shall each time test and provide GP Strategies with its feedback within the timeframe set forth in the Project Schedule following delivery of Deliverables by GP Strategies, and Deliverables shall be accepted by the Client upon the first occurrence of the following:

- (I) Use by Client of the Deliverables in a production environment; or
- (II) Written acknowledgement (email included) by Client that the Deliverables are accepted; or
- (III) The passage of 10 days from delivery by GP Strategies without written notice from Client that the Deliverables do not meet the specifications that were agreed in the relevant Order Form (“Acceptance Criteria”), and clearly stating the non-conformities.

2.5 The Client may only reject Deliverables if they do not comply with the Acceptance Criteria. Where the Client does not accept the Deliverables in accordance with clause 2.4, it shall provide GP Strategies written notice of this within 10 days from delivery (or such other

period of time as stated in the Project Schedule) and stating and clearly demonstrating the non-conformities, and GP Strategies shall correct the non-conformities and resubmit the Deliverables to the Client for its Acceptance as soon as practicable.

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

3 CHARGES

3.1 The Client will pay the Charges and any additional sums which are agreed by the Parties for the provision of the Services within 30 days of the date of GP Strategies' invoice, unless otherwise agreed in writing. 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.

3.2 For fixed price work, GP Strategies shall invoice the Client for the Services in accordance with such payment plan as may be detailed in the respective Project Schedule or as otherwise agreed. Charges for all other work will be payable monthly in arrears on a time and materials basis at GP Strategies' current applicable day rate.

3.3 GP Strategies shall be entitled to charge interest on late payments from the due date payable at the rate of 2% per annum above the base rate for the time being of Barclays Bank PLC applicable after as well as before any judgement. This interest will accrue on a daily basis and will be payable on demand.

3.4 All fees are exclusive of value added tax ("VAT") and / or any other sales taxes, which shall be paid by the Client at the then prevailing rate.

4 CLIENT'S OBLIGATIONS

4.1 To enable GP Strategies to perform its obligations under this Agreement the Client shall:

- (I) Co-operate with and provide GP Strategies in a timely manner with any reasonable information required by GP Strategies to perform the Services;
- (II) Not delay or carry out any actions or inactions which may lead to a delay in the delivery timescales and to comply with such other requirements as may be set out in the Project Schedule or as otherwise agreed in writing between the Parties; and
- (III) Appoint a suitably competent project manager with the appropriate level of authority to liaise directly with GP Strategies in relation to all Deliverables.

4.2 The Client shall compensate GP Strategies for any expenses incurred by GP Strategies and additional charges accruing as a result of any failure by the Client to comply with Clause 4.1. Where the Client's non-compliance causes a delay to the project in providing the Services and/or Deliverables, (i) GP Strategies shall not be liable for any losses or damages occasioned by such a delay; (ii) if applicable, the timetable for the relevant

Deliverable(s) will be modified accordingly; and (iii) GP Strategies shall notify the Client at the same time if any additional costs or fees shall apply.

4.3 Without prejudice to any other rights or remedies to which GP Strategies may be entitled, if the Client terminates, cancels or suspends, for reasons other than those detailed in Clause 9 (Termination), part or all of the Services, then the Client agrees that GP Strategies shall be entitled to the full amount of the value of Services to be terminated as contracted for under this Agreement as agreed damages and not as a penalty. The Client agrees this is a genuine pre-estimate of GP Strategies' losses in such a case.

5 CHANGE CONTROL

5.1 If, during the term of this Agreement, the Client wishes to request Modifications, then the Client shall provide GP Strategies with written particulars of such Modifications and any other information as GP Strategies may reasonably require.

5.2 GP Strategies shall then submit, to the Client within the timeframe agreed to by the Parties, a full written response including the feasibility, and, if deemed feasible, price and program timescales for such Modifications. GP Strategies shall not be obliged to submit a written quotation and if it elects not to do so, this Agreement shall continue in force unchanged. However, GP Strategies hereby agrees not to unreasonably decline to submit a written quotation and shall in any event give its reasons in writing for declining to do so.

5.3 Upon receipt of such quotation the Client may elect either:

- (I) to accept such quotation within the timeframe agreed to in which case a Project Schedule amendment will be agreed between the Parties;
- (II) to withdraw the proposed Modifications to the Deliverables in which case this Agreement shall continue in force unchanged, subject to Clause 5.4 below; or
- (III) to discuss further with GP Strategies the Modifications.

5.4 If the Client's request for such Modifications to the Deliverables is subsequently withdrawn but results in a delay in the provision of the Deliverables, then GP Strategies shall not be liable for such a delay and shall be entitled to an extension of time necessary for performing its obligations as a consequence of the delay together with reimbursement by the Client of any additional costs incurred by GP Strategies and payment of any additional charges as a result of the delay.

6 WARRANTY AND INDEMNITY

6.1 GP Strategies warrants that the Services shall be performed using reasonable skill and care, and shall be of a quality conforming to generally accepted industry standards and practices. GP Strategies does not warrant that the operation of the output of the Services shall be uninterrupted or error-free.

6.2 The Client warrants it owns or otherwise has all rights in the Client Materials required to grant GP Strategies the associated rights regarding the Client Materials as included in this Agreement.

6.3 Without prejudice to Clauses 6.1 and 6.2, and except as expressly stated in this

Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Services and Deliverables to be provided by GP Strategies.

6.4 GP Strategies agrees to indemnify and hold Client harmless from and against any loss, damage, liability, claim, demand, cost, suit, judgment, and expense (including reasonable attorneys' fees) arising out of: (i) any breach of the warranties set forth above or (ii) GP Strategies' gross negligence or willful misconduct. Notwithstanding the forgoing, GP Strategies shall have no obligation to indemnify or hold harmless Client from or against any loss, damage, liability, claim, demand, cost, suit, judgment, and expense arising out of, resulting from, or is relating to the negligent, fraudulent, or criminal acts or omissions, or willful misconduct, of Client, its employees, directors, officers, agents or subcontractors.

7 PERSONNEL

GP Strategies shall perform the Services using such personnel as it considers suitably qualified. GP Strategies intends to maintain continuity of personnel throughout the provision of the Services but reserves the right at any time to vary personnel upon reasonable notice. Nothing in this Agreement shall operate so as to prevent GP Strategies from assigning GP Strategies personnel involved in the performance of the Services to the provision of similar services for third parties, or in any way to restrict GP Strategies' use of such personnel.

8 LIMITATION OF LIABILITY

8.1 Neither Party excludes or restricts liability for:

- (I) death or personal injury sustained by any employee, agent or subcontractor of the other Party to the extent that its own negligence or that of its employees, agents or subcontractors causes such death or personal injury;
- (II) fraud or fraudulent misrepresentation;
- (III) infringement of intellectual property rights or breach of confidentiality; or
- (IV) violation of law, gross negligence or intentional misconduct;
- (V) any other liability which cannot be lawfully excluded or limited.

8.2 This Clause 8 shall apply to all liability of GP Strategies in connection with or in relation to the subject matter of this Agreement howsoever arising and whether liability arises in contract, tort or otherwise and whether resulting from any breach of GP Strategies' obligations under this Agreement or from any act, omission, statement, advice or recommendation, whether negligent or not, of its employees agents or subcontractors, and whether or not the loss or damage had been foreseeable.

8.3 Subject to Clause 8.1, the aggregate liability of GP Strategies under this Agreement (including any liability for the acts or omissions of its employees, agents and sub-contractors and including under any indemnity obligation) will be limited to the aggregate of the fees paid by Client under this Agreement for the Service or Deliverable giving rise to the cause of action. In no event will GP Strategies be liable to the Client for loss of profits or damages arising from loss of data or any special, indirect or consequential damages suffered by the Client.

8.4 This Clause 8 sets forth GP Strategies' complete and entire liability to Client, its

assignees, and any related entities with respect to the Services and Deliverables and its use in practice by Client. Client assumes full responsibility for all losses, costs, liabilities, or expenses (including reasonable attorney's fees), arising out of, or based on its use or its customers' use of the Services and Deliverables.

9 TERMINATION

9.1 Either Party may terminate this Agreement or a Project Schedule forthwith by notice in writing to the other if:

- (I) the other Party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 30 days of written notice from the other Party to do so;
- (II) the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- (III) the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- (IV) the other Party ceases to carry on its business or substantially the whole of its business; or
- (V) the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

9.2 Notice of termination of any Project Schedule shall not be considered notice of termination of this Agreement unless specifically stated in the notice; provided, however, that any termination of this Agreement shall automatically terminate all Project Schedules.

9.3 Termination of this Agreement shall not affect the right of GP Strategies to be paid for all and any Services and Deliverables provided by it prior to the date of termination.

10 INTELLECTUAL PROPERTY RIGHTS (IPR)

10.1 Unless otherwise agreed, the IPR in all Deliverables created specifically and exclusively for the Client and applicable solely to the Client's requirements pursuant to this Agreement shall vest in the Client upon payment in full of all sums due to GP Strategies.

10.2 The IPR in all other Deliverables whether developed or modified using pre-existing content, training material, information, software or using content, training materials, information, software or other content developed not only for the Client but also for, or in contemplation of, other GP Strategies clients, shall remain vested in GP Strategies (or its licensors), who shall on payment of all sums due to GP Strategies grant a perpetual licence to the Client to use the same free of further charge solely to the extent required to enjoy the Services and Deliverables, or such other type of license as may be specified in the relevant Project Schedule.

10.3 Any existing proprietary code, assets, content and training materials previously developed by GP Strategies shall remain the absolute property of GP Strategies.

10.4 If any Deliverables contain any third party Intellectual Property Rights, GP Strategies warrants to have sufficient rights in such third party Intellectual Property Rights to grant Client the rights granted herein, and shall require the Client to agree to the inclusion of such assets, code or content in any Deliverables as defined in the Project Schedule. The Client shall be liable for any fees, licences or other associated costs, if any, as included in the Project Schedule. Without limiting the generality of the foregoing, if any Deliverables relate to Moodle (www.moodle.org) (as specified in the Project Schedule), including any modifications to be made by GP Strategies to Moodle source code, the use of them is subject to the GNU GPL license terms and conditions set out at <https://docs.moodle.org/dev/License> and Client undertakes to comply with these terms and conditions (as updated from time to time). Client shall on request be entitled to receive a copy of the source code to any Moodle modification Deliverables.

10.5 The Client warrants to GP Strategies that it has obtained all necessary licenses, rights and consents to allow GP Strategies' use of the Client Materials as part of the Services. Client shall indemnify and keep indemnified GP Strategies against any third party claims arising from such use of the Client Materials by GP Strategies.

11 FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any of its obligations under this Agreement (excluding Client's obligations to pay GP Strategies) if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, terrorism, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or Services, and the relevant Party shall be entitled to a reasonable extension of its obligations under this Agreement after notifying the other Party of the nature and extent of such events.

12 CONFIDENTIALITY

12.1 GP Strategies and the Client shall keep in confidence any information obtained from the other under this Agreement whether or not designated as confidential by the disclosing Party and shall not divulge the same to any person (other than their own employees, affiliates, subcontractors and professional advisors (each a "Recipient") who need to know the information) without the consent of the other Party.

12.2 The receiving Party shall ensure that each Recipient is made aware of, and complies with the receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

12.3 This Clause 12 shall not apply to information which is:

- (I) in the public domain other than in breach of this Agreement;
- (II) in the possession of the receiving party before such divulgence has taken place;
- (III) obtained from a third party who is free to divulge the same; or
- (IV) disclosed by the receiving party to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time.

12.4 The provisions of this Clause shall survive termination of the Agreement regardless of the reason for such termination.

12.5 The Parties agree that a violation of this Clause 12 may cause irreparable harm to the disclosing Party for which monetary damages may be inadequate and injunctive relief shall therefore be available for a breach of this Clause.

13 DATA PROTECTION

13.1 GP Strategies may process certain personal data as defined in the Data Protection Act 2018, and the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) on the Client’s behalf under this Agreement, and the parties agree that GP Strategies will be in such case be the data processor, the Client will be the data controller and that the following provisions will apply:

- (I) The categories of personal data which may be processed under this agreement may include the names, email addresses, job titles, profile pictures, assessment results, internal comments and/or other e-learning and performance data relating to the Client and the users of the Application;
- (II) The nature and purpose of the personal data processing shall include such processing as may be reasonably required for GP Strategies to perform its obligations under this Agreement and for the Client’s legitimate business purposes;
- (III) The Client, as data controller:
- (IV) confirms that it has processed and will continue to process the relevant personal data in accordance with the relevant provisions of applicable data protection laws (including the GDPR) and the processing doesn’t breach any laws;
- (V) will reasonably instruct GP Strategies throughout the duration of the agreement to process the relevant personal data exclusively on the Client’s behalf and in accordance with the applicable data protection laws and GP Strategies shall promptly comply with any request from the Client requiring GP Strategies to amend, transfer or delete the relevant personal data insofar as this is under GP Strategies’ control;
- (VI) will ensure that it is entitled to transfer the relevant personal data to GP Strategies so that GP Strategies may lawfully process the personal data in accordance with this agreement on the Client’s behalf;
- (VII) shall take and maintain throughout the term of this agreement appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage, which shall include the obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades. The Client shall indemnify GP Strategies against all costs, claims, damages and liability which GP Strategies may incur as a result of the Client’s breach of its obligation to keep the Application up to date and appropriately secure through the application of regular updates and upgrades.

- (VIII) GP Strategies, as data processor shall:
- (IX) only process such personal information on the written instructions of the Client, and the parties agree that the documented instructions are set out in this Agreement or may otherwise be agreed in connection with the performance of this agreement, such as pursuant to any support requests raised by the Client;
- (X) ensure that its staff processing such personal information are bound by obligations of confidentiality;
- (XI) take all measures required by the GDPR;
- (XII) not engage another processor without the prior written consent of the Client (not to be unreasonably withheld or delayed) and only on terms which reflect this clause 9 provided that the Client hereby provides its general consent to GP Strategies' engagement of
- any processor that is also a GP Strategies Group Company (www.gpstrategies.com);
 - any third party hosting infrastructure provider it may require in the performance of the Hosting Services (GP Strategies currently uses Amazon Web Services (www.amazon.aws.com) and/or Rackspace (www.rackspace.com));
 - any processor involved in the provision of a client support ticketing system to register any support queries (GP Strategies currently uses Freshdesk (www.freshdesk.com) and Atlassian (www.atlassian.com)); and
 - any processor providing client relationship management systems for account management purposes (GP Strategies currently uses Salesforce (www.salesforce.com) and Pardot (www.pardot.com)).

Where any change in any (sub)processor under clauses 13.1.12.1-13.1.12.4 is planned, GP Strategies shall inform the Client as far in advance as reasonably practicable and in the event that the Client, acting reasonably, objects to such a change, the parties shall have a good faith discussion to find a way to deal with the Client's concerns;

- (XIII) implement appropriate technical and operational measures to ensure a level of security appropriate to the general risks involved in the Services as required by Article 32 of the GDPR;
- (XIV) taking into account the nature of the processing, assist the Client by implementing appropriate technical and organizational measures, in so far as this is reasonably possible, and in each case subject to a reasonable charge, for the fulfilment of the Client's obligation to respond to requests for exercising the data subjects' (as defined in the GDPR) rights laid down in Chapter III of the GDPR;
- (XV) reasonably assist the Client (subject to such reasonable charge as may be agreed) in fulfilling its obligations to respond to requests for exercising the data subject's rights

set out in Chapter III of the GDPR;

- (XVI) reasonably assist the Client in ensuring compliance with the obligations set out in this clause 9 and contained in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to GP Strategies;
- (XVII) comply with its obligations under Article 28(4) of the GDPR;
- (XVIII) at the option of the Client, on expiry or earlier termination of this Agreement, either delete or return to the Client all of the Client's personal information;
- (XIX) make available to the Client all information reasonably necessary and contribute to audits and inspections reasonably carried out by the Client or on its behalf at the Client's cost to demonstrate GP Strategies' compliance with Article 28 of the GDPR and this agreement; and
- (XX) inform the Client if, in GP Strategies' opinion, any instruction provided by the Client would infringe the GDPR.

14 GENERAL

14.1 GP Strategies and the Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties.

14.2 Neither Party will assign this Agreement (or any benefits or interests arising under this Agreement) without the prior written consent of the other Party (which will not be unreasonably withheld or delayed), except that assignments to a GP Strategies Affiliate or successor in interest shall be permitted. Any attempted assignments not permitted hereunder shall be void and of no force and effect. GP Strategies shall be entitled to subcontract any of its obligations under this Agreement, provided that it shall remain responsible for the acts and omissions of its subcontractors.

14.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

14.4 The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

14.5 Any notice to be given by either Party to the other hereunder may be served by email, fax, personal service or by post to the addresses detailed above and/or in the relevant Project Schedule. If the notice is sent by email it shall, unless the contrary is proved, be deemed to be received on the day it was sent, if sent by fax, it shall be deemed to be served on receipt of an error free transmission report, if given by letter it shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post. Copies of notices to GP Strategies shall be sent to: gplegalnotices@gpstrategies.com.

14.6 This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written in regard to its subject matter. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties. This Agreement shall govern the relationship between GP Strategies and the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under, or which may be included or referenced in, any purchase order for the provision of services, confirmation of order or otherwise.

14.7 Where an express, written amendment is made in the Project Schedule to this Agreement, this Agreement shall be deemed amended as appropriate.

14.8 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14.9 Each Party shall observe the highest standard of business ethics and all applicable laws and regulations, including without limitation the Foreign and Corrupt Practices Act, the Bribery Act 2010, or similar laws and regulations regarding the giving/receiving of bribes, gifts and gratuities. Each Party shall avoid any conflict of interest, or any appearance of a possible conflict of interest, or other improper dealings.

14.10 This Agreement shall be governed by and construed in accordance with the law 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 and the English courts shall apply. The Parties hereby submit to the exclusive jurisdiction of said courts.