LITMOS CLOUD TERMS OF SERVICE

IMPORTANT: PLEASE READ BEFORE INSTALLATION OR USE OF ANY CLOUD SERVICES (AS DEFINED BELOW). THESE LITMOS CLOUD TERMS OF SERVICE ("**AGREEMENT**") IS A BINDING AGREEMENT BETWEEN LITMOS AND THE ENTITY OR COMPANY THAT IS THE AUTHORIZED PURCHASER OR USER OF THE CLOUD SERVICES ("**CUSTOMER**"). BY PURCHASING, ACCESSING OR IN ANY WAY USING THE CLOUD SERVICES, CUSTOMER IS UNCONDITIONALLY CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT WITH LITMOS. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CUSTOMER IS NOT AUTHORIZED TO AND MAY NOT ACCESS OR USE ANY OF THE CLOUD SERVICES.

1. DEFINITIONS.

(a) "**Active User**" means the number of unique individuals that access the Cloud Service in a calendar month.

(b) "**Affiliate**" means an entity that controls, is controlled by, or is under common control with Litmos US, L.P.

(c) "**Cloud Services**" means, collectively, Litmos's software-as-a-service (SaaS) offerings and any related documentation provided therewith, including associated Litmos offline components, that are listed on Litmos's or an Affiliate's then-current price list.

(d) "**Customer Data**" means all electronic data and information submitted by or on behalf of the Customer to the Cloud Services, including any content, materials, data and information that Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Services (e.g., Customer-specific reports).

(e) "**Documentation**" means the then-current written and/or electronic end user or technical documentation pertaining to a Cloud Service that is provided by Litmos together with the delivery of a Cloud Service or otherwise made available by Litmos.

(f) "**Order**" means a written purchase order for Cloud Services products and/or Services that is submitted to Litmos directly (or indirectly through a Partner) and is accepted by Litmos.

(g) "**Professional Services**" means the training, consulting, installation and other professional services made available by Litmos. Professional Services are subject to the additional terms set forth in Attachment A.

(h) "**Services**" means, Support together with Professional Services.

(i) "**Subscription Term**" means the subscription period for a Cloud Service, Services and/or Support (as applicable) as set forth in the applicable Order.

(j) "**Support**" means Litmos's then-current generally available end user maintenance and support services as described in the Documentation.

(k) "**User**" means Customer's employees, consultants, contractors, agents and third parties who are authorized by Customer to access and use the Cloud Services subject to the rights granted to Customer pursuant to this Agreement.

(l) "**Usage Metric**" means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order.

2. CLOUD SERVICES.

(a) **Access and Use**. Subject to the terms and conditions of this Agreement and provided that Customer has paid the applicable fees, Litmos grants Customer a non-exclusive, non-sublicensable and non-transferable (except as expressly provided in Section 15) right to access and use the Cloud Services during the applicable Subscription Term solely for Customer's business use in accordance with this Agreement and the Documentation. Customer may allow its Users to access and use the Cloud Services for this purpose. Customer shall be responsible for Users' compliance with this Agreement, Documentation and the applicable Order.

(b) **Documentation**. Litmos hereby grants Customer a non-exclusive, non-sublicensable and non-transferable (except as expressly provided in Section 15) license to access, use and reasonably reproduce the Documentation in compliance with Section 3 and solely for Customer's business use in connection with Customer's use of the Cloud Services.

(c) **Administrators**. Customer may specify certain Users as "Administrators" through the administrative console of the Cloud Services. Administrators may have the ability to create, de-provision, monitor and modify User accounts, set User access permissions, and manage access to Customer Data. Customer is responsible for its internal management and administration of the Cloud Services, including selection of Administrators and any actions taken by them.

(d) **Usage Metrics**. Except as set forth in the Documentation, the Usage Metric for the Cloud Services is either users, active users, tenants or transactions as set forth in an Order. The Cloud Services are subject to Usage Metric limits specified in the Documentation and applicable Order. Usage metric limitations set forth in an Order reflect the maximum quantity that Customer may use over a twelve-month period, except for the usage metric limitation for active users which reflects the maximum quantity Customer may use over a calendar month. Any use of the Cloud Services by the Customer and/or its Users that exceeds the Usage Metric limit in an Order may be invoiced by Litmos at the excess use fee set forth in the Order.

(e) **Subscriptions**. Unless otherwise provided in the applicable Order or Documentation, (i) Cloud Services are purchased as subscriptions for the Subscription Term stated in the applicable Order, (ii) subscriptions for Cloud Services may be added during a Subscription Term, prorated for the portion of the underlying Subscription Term remaining at the time subscriptions are added, and (iii) any added subscriptions will terminate on the same date as the underlying subscription. The specific Cloud Services made available to Customer under this Agreement, including the number of licenses issued and the term of any applicable subscription or license, as applicable, will be identified on the applicable Order.

(f)   **Changes to the Cloud Service**. Litmos reserves the right to make updates and enhancements to the Cloud Services, including corrections, bug fixes, and addition or removal of features or functions, provided that such updates and enhancements to the Cloud Services will not materially decrease the overall functionality of the Cloud Services during the Subscription Term. Subject to Litmos's obligation to provide Cloud Services under existing Orders, Litmos reserves the right to discontinue the manufacture or sale of, or otherwise render or treat as obsolete, any Cloud Service, subject to Litmos's end of sale / end of support policy in the Documentation.

(g)   **Beta, Tech Preview**. The Cloud Services do not include beta or tech preview services. CUSTOMER ACKNOWLEDGES THAT ANY BETA OR TECH PREVIEW SERVICES ARE OFFERED "AS-IS" FOR INTERNAL DEMONSTRATION, TEST OR EVALUATION PURPOSES AND WITHOUT WARRANTY. SUCH SERVICES MAY CONTAIN BUGS, ERRORS AND OTHER DEFECTS. Litmos does not make any representations, promises or guarantees that such services will be publicly announced or made generally available. Litmos has no obligation to provide technical support or continued availability, and such services can be suspended or terminated at any time by Litmos in its sole discretion with or without notice to Customer.

(h)   **Third Party Products, Services or Content**. The Cloud Services may contain features or functions that enable interoperation with third party products, services or content. Litmos may also provide access to third party products, services or content directly within the Cloud Services. Third party products, services or content, and customer content in third party services, are not part of the Cloud Services and are not warranted or supported by Litmos. Customer's use of such third-party products, services or content is subject to the terms of the third-party provider.

(i)   **Support**. The Cloud Services include bundled Support for the duration of the Subscription Term purchased by Customer. Customer may also purchase premium level support if included in an Order. During the Subscription Term, Litmos shall provide Support to Customer in accordance with the terms set forth at Litmos's maintenance and support services description.

3.   RESTRICTIONS. Except as expressly permitted by this Agreement, Customer shall not, and shall not authorize or permit any other person or entity to, directly or indirectly: (a) copy, modify (except as expressly permitted under the applicable Documentation), distribute, or create derivative works of any Cloud Service, (b) disassemble, decompile or reverse engineer any of the Cloud Services, or otherwise attempt to discover any source code, structure, algorithms, sequence, organization or ideas underlying any of the Cloud Services (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited), (c) market, offer to sell, sell or resell any Cloud Services, (d) sublicense, rent, lease, use for timesharing or service bureau purposes for third parties or otherwise provide temporary access to any Cloud Service or use any Cloud Service for the benefit of any third party, (e) attempt to gain unauthorized access to the Cloud Services or their related systems or networks, (f) publish or disclose any information or results relating to performance, performance comparisons or other "benchmarking" activities relating to any Cloud Service, (g) access or use Cloud Services in a manner that abuses, interferes with or disrupts networks, security systems, user accounts or the integrity or performance of the Cloud Services or third-party data contained therein, or (h) access or use any Cloud Service for purposes of designing or developing a competing product or service. If Customer becomes aware or receives notice of any violations of these restrictions, Customer must take immediate action to suspend the User's access to Cloud Services. Any action of Customer in contravention of this Section 3 may result in the suspension of the Cloud Services and/or the termination of this Agreement. For the avoidance of doubt, affiliates of the Customer shall not be considered third parties for the purposes of this Section 3.

4.   DATA SECURITY AND PRIVACY

(a)   **Security and Certifications**. Litmos shall maintain appropriate administrative, physical and technical security measures designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the Documentation. Litmos shall also maintain a compliance program that includes independent third-party audits and certifications of the Cloud Services. Litmos shall provide a current copy of such audits and/or certifications upon request.

(b)   **Personal Data**. To the extent that Customer Data includes any Personal Data (as defined in the DPA), the terms of the data processing addendum at www.litmos.com/dpa ("**DPA**"), as may be updated by Litmos from time to time, shall apply to Litmos's processing of such Personal Data on Customer's behalf. To the extent that Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Litmos, the Standard Contractual Clauses shall apply, as further set forth in the DPA.

(c)   **Customer's Responsibilities**. Customer shall be responsible for (i) the accuracy, quality and legality of Customer Data and the means by which Customer acquires Customer Data, (ii) any required notices, consents, and/or authorizations related to Customer's provision of, and Litmos's processing of, Customer Data, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services, and notifying Litmos promptly of any such unauthorized access or use, (iv) the operation, performance, and security of Customer's equipment, networks and other computing resources used to connect to the Cloud Services, (v) ensuring all Users and devices exit or log off from the Cloud Services at the end of each session in accordance with Customer's session policy, (vi) maintaining the confidentiality of Customer's account, user IDs, passwords and/or personal identification number used in conjunction with the Cloud Services, including not sharing login information among Users, and (vii) all uses of the Cloud Services that occur using Customer's password or account.

(d)   **No Sensitive Personal Data**. Unless otherwise mutually agreed in advance, in writing, Customer Data shall not include and Customer shall not process or submit to the Cloud Services any Customer Data that includes any: (i) special categories of personal data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA); (iii) credit, debit or other payment card data subject to PCI DSS; (iv) other personal information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations); (v) social security numbers, driver's license numbers or other government ID numbers; or (vi) any data similar to the foregoing that is protected under foreign or domestic laws or regulations.

5.   SALE AND PURCHASE.

(a)   Litmos shall sell to Customer and Customer shall purchase from Litmos the Cloud Services and/or Services set forth in Orders. An Litmos-issued valid sales quotation that incorporates this Agreement by reference and is signed by Customer may serve as an Order. The terms and conditions of this Agreement will apply to all Orders and supersede any different or additional terms on Customer's purchase orders. Any purchase orders issued by Customer to Litmos are solely for the purpose of requesting delivery dates and quantities, specifying the bill-to addresses, specifying the identity of Cloud Services and Services purchased along with the number of licenses issued and the term

of any applicable license or subscription, and specifying the applicable price for each Cloud Service and Service; all other terms on such purchase order will have no force or effect. All Orders are subject to acceptance by Litmos (which acceptance may be evidenced by Litmos's issuance of login instructions and/or a license key under the Order).

(b) Affiliates may sell Cloud Services and/or Services to Customer under the Agreement. The Affiliate will be identified on the Order, and that Order will be solely between that Affiliate and Customer and any references to "Litmos" in this Agreement will be deemed references to that Affiliate solely with regard to that Order. If requested by an Affiliate or Customer, such Affiliate and Customer may enter into one or more local agreements that reflect local laws, terms and conditions and that reference this Agreement (each, a "**Local Agreement**"). In the event of a conflict between the terms herein and those in any Local Agreement, the terms in the Local Agreement will take precedence, but only as pertaining to Orders governed by the Local Agreement.

6. FEES AND PAYMENT.

(a) **Fees**. Customer shall pay to Litmos all fees specified in all Orders hereunder. Except as otherwise expressly provided in the applicable Order or this Agreement, (i) all payment obligations are non-cancelable and all fees non-refundable, and (ii) quantities purchased cannot be decreased during the relevant Subscription Term. A multiyear subscription for any Cloud Service or multiyear renewal is an agreement to purchase the full value of all years of the subscription, even if required payments are annual. In the event that Customer fails to pay any annual payment on a multiyear subscription, or multiyear renewal, and such default continues for a period of thirty (30) days, then any and all remaining amounts for the relevant subscription shall become immediately due and payable.

(b) **Invoicing and Payment**. Fees will be invoiced in advance and otherwise in accordance with the relevant Order. Customer shall pay all amounts invoiced within 30 days after the invoice date. Litmos shall not invoice for any Cloud Services before the issuance of login instructions and/or a license key, as applicable. All sums not paid when due will accrue interest daily at the lesser of a monthly rate of one and a half percent (1.5%) or the highest rate permissible by law on the unpaid balance until paid in full.

(c) **Suspension of Cloud Services**. Litmos reserves the right to suspend Customer's access to and/or use of the Cloud Services if (i) any payment is due but unpaid but only after Litmos has provided Customer with at least two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice, (ii) Customer or any of its Users use of the Cloud Services are in breach of this Agreement and not cured as required by Section 12(c), (iii) Customer fails to timely address Litmos's request to take action pursuant to Section 3, (iv) Customer use of the Cloud Services poses a security or other risk to the Cloud Services or to other users of the Cloud Services, or (v) suspension is required pursuant to a subpoena, court order or other legal process.

(d) **Taxes, No Deduction, Setoff**. Customer is responsible for all taxes, withholding, duties and other governmental assessments (other than Litmos's franchise taxes or taxes based upon Litmos's net income), including goods and services, sales or use tax, VAT or similar taxes, provided that Litmos shall not invoice Customer for taxes to the extent Customer has provided an appropriate resale certificate, exemption documentation or valid VAT identification number that exempts Customer from paying and/or Litmos from collecting such tax. The location included in any Order shall be the primary location from which Customer will access the Cloud Services. Customer agrees and understands that the calculation of taxes is in accordance with applicable jurisdictional laws of the primary access location. If Customer is required to pay any withholding taxes on payments to Litmos, then Customer shall increase its payments to Litmos such that the net payment to Litmos, after withholding tax, would be the same as if no withholding tax were applicable. Customer shall pay all amounts payable under this Agreement to Litmos in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

(e) **Delivery**. Cloud Services will be delivered by issuing login instructions and/or a license key to Customer at the email address provided by Customer. Each partial issuance of a licensed entitlement will be deemed a separate sale and may be invoiced upon such issuance.

7. PROPRIETARY RIGHTS.

(a) **Reservation of Rights**. Regardless of any references to any sale or purchase in this Agreement all Cloud Services are made available to Customer by Litmos on a limited access basis and is not sold. As between the parties, all ownership rights with respect to the intellectual property rights in and to the Cloud Services, and any copies or portions thereof, remain in Litmos and its suppliers and licensors. Any of Litmos's Confidential Information or proprietary information included in Customer Data (e.g., Customer-specific reports) will remain property of Litmos. The Cloud Services are protected by the intellectual property laws (including copyright laws) of the United States, foreign jurisdictions and all applicable international treaties. This Agreement does not grant Customer any rights not expressly set forth herein.

(b) **License to Host Customer Data**. Customer grants Litmos, its Affiliates and applicable service providers a worldwide, limited-term, revocable, royalty-free license to host, copy, transmit and display Customer Data as necessary or useful for Litmos its Affiliates and applicable service providers to provide the Cloud Services in accordance with this Agreement and the applicable Documentation. Subject to the limited licenses granted herein, Litmos acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.

(c) **Statistical Data**. Litmos may process, use and/ collect certain types of data and information from Users in connection with use of the Cloud Services to deliver, analyze, support and improve the Cloud Services. Litmos may collect certain information and data that relates to the use and operation of the Cloud Services, including features used, device and application identifiers, operating and system configuration information, location, log files, event files and other diagnostic files, as well as statistical, aggregated, anonymized data (collectively, "**Statistical Data**"). Litmos uses Statistical Data for development, diagnostic and corrective purposes in connection with providing technical and customer support, to maintain the security of the Cloud Services, to deliver performance insights, to analyze and enhance the Cloud Services and other Litmos service offerings, to provide benchmarking data and for marketing purposes. Litmos retains all intellectual property rights in Statistical Data.

(d) **License to Use Feedback**. Customer grants to Litmos and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Litmos and/or its Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Users relating to the operation of the Cloud Services.

8. **CONFIDENTIALITY**. Each party (the "**Receiving Party**") agrees that any nonpublic information, software, inventions (whether patentable or not), algorithms, designs, know-how, ideas, product development plans, pricing and discounts, and all customer, business, technical, training and financial information (collectively, "**Confidential Information**") it obtains from the other (the "**Disclosing Party**") are the confidential property of the Disclosing Party and its suppliers. Without limiting the foregoing, the Cloud Services (including their design and structure) and all information on Litmos's customer care website constitute trade secrets and/or Confidential Information of Litmos or its licensors. Except as expressly and unambiguously allowed herein, the Receiving Party will hold the Disclosing Party's Confidential Information in confidence using the same degree (but no less than a reasonable degree) of care and protection that it uses to protect its own Confidential Information of a similar nature and not use or disclose any Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to those of its employees and contractors with a need to know such Confidential Information and who have signed a written agreement with nonuse and nondisclosure provisions at least as protective of such Confidential Information as the terms of this Agreement. Confidential Information does not include any information that (a) was publicly known at the time of the Disclosing Party's communication thereof to the Receiving Party or becomes publicly known thereafter through no fault of the Receiving Party, (b) was in the Receiving Party's possession free of any obligation of confidentiality at the time of the Disclosing Party's communication thereof to the Receiving Party, (c) is rightfully obtained by the Receiving Party free of any obligation of confidentiality from a third party authorized to make such disclosure without restriction, or (d) is identified by the Disclosing Party as no longer proprietary or confidential. The Receiving Party may disclose Confidential Information to the minimum extent disclosure is required by court order or as otherwise required by law, on condition that (i) notice of such requirement for such disclosure is given to the Disclosing Party prior to making any such disclosure (if permitted under applicable law), and (ii) the Receiving Party ensures that any Confidential Information disclosed under this provision will still be afforded the protection of this Agreement to the extent it does not become publicly available as a result of such disclosure. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the Disclosing Party's remedies at law for a breach by the Receiving Party of its obligations under this Section will be inadequate and that the Disclosing Party will be entitled to equitable relief (including provisional and permanent injunctive relief) in addition to any other remedies. Without limiting the foregoing, Customer shall not provide the Cloud Services or disclose any Litmos Confidential Information, Litmos documentation or any information regarding any Cloud Services to any Litmos competitors. Customer shall not, without Litmos's prior written consent, publish or provide to any third party results of any benchmark or comparison tests of any Cloud Services. Upon termination or expiration of this Agreement, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party in its possession. The obligations set forth in this Section will survive any termination or expiration of this Agreement.

9. **WARRANTIES AND DISCLAIMER**.

(a) Litmos warrants to Customer that the Services will be provided in a professional manner in accordance with generally accepted industry standards and all applicable laws. Litmos further warrants to Customer that during the applicable Subscription Term, the Cloud Services, upon issuance by Litmos of login instructions and/or a license key, as applicable, will conform in all material respects to the applicable published specifications for such Cloud Services. The foregoing warranty does not extend to any Cloud Service that is modified or altered or is not used in accordance with the applicable Litmos published specifications and/or Documentation. Customer's sole and exclusive remedy, and Litmos's sole and exclusive obligation, for any breach of the foregoing warranties will be, at Litmos's option, (I) with respect to the Cloud Services warranty, the repair or replace the non-conforming Cloud Services, or, if Litmos determines repair or replacement is impractical, Customer may terminate the non-conforming Cloud Services and Customer will receive a refund of any fees for the terminated Cloud Services that Customer pre-paid to Litmos for the period following the effective date of termination, and (II) with respect to Services, re-performance of the applicable Service.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LITMOS'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT LITMOS'S SOLE OPTION, TO PROVIDE CONFORMING SERVICES OR TO TERMINATE THE NON-CONFORMING SERVICES AND PROVIDE A PRORATED REFUND OF ANY UNUSED PREPAID FEES FROM THE PERIOD OF NON-CONFROMANCE AND RELIEF FROM ANY SUBSEQUENT ANNUAL PAYMENTS DUE, WITH RESPECT TO SUCH SERVICE. THE FOREGOING LIMITED WARRANTY DOES NOT COVER PROBLEMS ARISING BY ACCIDENT, ABUSE OR USE IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR RESULTING FROM EVENTS BEYOND LITMOS'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, UNAVAILABILITY OF OR OPERATION IN COMBINATION WITH A THIRD PARTY NETWORK OR SYSTEM, HARDWARE, SOFTWARE, SERVICE OR DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LITMOS AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL OTHER REPRESENTATION, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, SECURITY, RELIABILITY AND NONINFRINGEMENT. LITMOS ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS OR THAT ANY CLOUD SERVICE, OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

10. **LIMITED LIABILITY**. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, BUT SUBJECT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER LITMOS, CUSTOMER NOR ANY OF THEIR AFFILIATES, LICENSORS, SUBCONTRACTORS OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, CONTRACTS, BUSINESS, REVENUES, GOODWILL OR REPUTATION, (II) COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF (OR INABILITY TO ACCESS OR USE) ANY CLOUD SERVICES OR SERVICES, AND (B) THE AGGREGATE LIABILITY OF LITMOS, CUSTOMER AND THEIR AFFILIATES, LICENSORS, SUBCONTRACTORS AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES RECEIVED BY LITMOS FROM CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF LITMOS IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE CLOUD SERVICES ARE NOT DESIGNED FOR USE IN ANY DEVICE OR SYSTEM IN WHICH A MALFUNCTION OF THE CLOUD SERVICE WOULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO ANY PERSON. THIS INCLUDES OPERATION OF NUCLEAR FACILITIES, LIFE-

SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS AND AIR TRAFFIC CONTROL. NEITHER LITMOS NOR ANY OF ITS AFFILIATES IS LIABLE FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THIS SECTION DOES NOT LIMIT LIABILITY FOR (1) DEATH OR BODILY INJURY OF A PERSON, OR (2) IF CUSTOMER IS LOCATED WITHIN THE EUROPEAN UNION OR THE EUROPEAN FREE TRADE AREA, TORT OF DECEIT, FRAUD, OR BREACH OF THE OBLIGATIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982.

11. **INDEMNIFICATION**. Litmos shall defend any third party action, suit or proceeding brought against Customer alleging that the Cloud Services, excluding any open source software included in the Cloud Service or used in conjunction with the Cloud Services, as delivered by Litmos, infringe any of such third party's patents or copyrights (each, a "**Claim**"), and shall indemnify Customer for any losses, damages, costs, expenses and judgments resulting from a Claim that are agreed to by Litmos in a settlement or that are finally awarded against Customer by a court or a governmental entity with competent jurisdiction. The foregoing obligations are expressly conditioned on Customer promptly notifying Litmos of any and all threats, claims and proceedings related to a Claim such that Litmos is not prejudiced by any delay of such notification and providing Litmos with reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise of such Claim. Litmos is not responsible for any settlement it does not approve in writing. The foregoing obligations of Litmos do not apply with respect to any Cloud Service or any portion or component thereof: (a) that is not supplied by Litmos, (b) that is made in whole or in part in accordance with Customer specifications or requests,(c) that is modified, including any modification made using any programming capabilities or scripting languages that are included in or with a Cloud Service or that are otherwise made available for a Cloud Service, if the alleged infringement relates to such modification, (d) that is combined, processed, or used with other products, technologies, processes or materials, if the alleged infringement relates to such combination, process or use, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (f) where Customer's use is not strictly in accordance with this Agreement, (g) with respect to any copyright infringement, that uses any marking or branding not applied by Litmos or applied by Litmos at Customer's request or (h) where the alleged infringement relates to a patent that is deemed essential or required for any industry standard or that claims a method of conducting business. In addition, Litmos, at its sole expense and option, may (i) procure for Customer the right to continue to use the applicable Cloud Service, (ii) replace the applicable Cloud Service with a noninfringing alternative, (iii) modify the applicable Cloud Service to make it noninfringing, or (iv) terminate access to the applicable Cloud Service and refund any prepaid fees received from or on behalf of Customer for use of the applicable Cloud Service for the remainder of the terminated Subscription Term. This Section states Litmos's sole and exclusive obligation, and Customer's sole and exclusive remedy, to the maximum extent permitted under applicable law, for any third party claims of infringement.

12. **TERM AND TERMINATION**.

(a) **Term of Agreement**. Unless terminated earlier as provided herein, this Agreement begins on the Effective Date continues until all subscriptions hereunder have expired or been terminated.

(b) **Term of Purchased Subscriptions**. Subscriptions begin on the start date specified in the applicable Order and continue for the Subscription Term specified therein. Except as otherwise expressly specified in an Order, subscriptions will automatically renew for another Subscription Term of period equal to one (1) year, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Subscription Term.

(c) **Termination for Cause**. Either party may terminate a specific Cloud Service or Services (including related Orders) if the other party fails to cure any material breach of its obligations as to the specific Cloud Service or Services within thirty (30) days after receipt of written notice describing the breach.

(d) **Effects of Termination**. If this Agreement is terminated by Customer in accordance with Section 12(c) above, Litmos will refund Customer any prepaid fees covering the remainder of the term with respect to such Cloud Service or Services after the effective date of termination. If this Agreement is terminated by Litmos in accordance with Section 12(c) above, Customer will pay any unpaid fees covering the remainder of the term of all Order subscriptions. In no event will any termination relieve Customer of the obligation to pay any fees payable to Litmos for the period prior to the effective date of termination. Upon expiration or termination of this Agreement, Customer must cease using all Cloud Services. Litmos shall have the right to invoice Customer and Customer agrees to pay for any use of the Cloud Services past the effective date of termination. Litmos has no obligation to maintain Customer Data following expiration or termination of the Agreement or affected Cloud Services or Services.

(e) **Surviving Provisions**. The following provisions will survive any termination or expiration of this Agreement: Sections 1 (Definitions), 3 (Restrictions), 6 (Fees and Payment),7 (Proprietary Rights), 8 (Confidentiality), 9(b) (Warranty Disclaimer), 10 (Limited Liability), 12 (Term and Termination), 13 (Compliance with Laws and Export Control), 15 (General), and Sections 6 and 7 of Attachment A.

13. **COMPLIANCE WITH LAWS AND EXPORT CONTROL**. Customer shall conduct its business operations in accordance with all applicable U.S., European Union and other foreign laws, ordinances, codes and regulations. Without limiting the foregoing, Customer shall comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union or other foreign agency or authority and shall not import, export or re-export, or allow the import, export or re-export of, any Cloud Service, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. Pursuant to these laws, restrictions, and regulations, Customer shall ensure that no Cloud Service is, in the absence of authorization by U.S. and other applicable law as required, used by or exported, sold or re-exported to (a) any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, (b) any person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the Department of State's Debarred Parties List, as published and revised from time to time, or (c) any party who is known or suspected to be involved in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development, or production of missiles capable of delivering these weapons. Without limiting the foregoing, Customer shall not use any Cloud Service, technology or information it obtains or learns pursuant to this Agreement in relation to any nuclear, biological or chemical weapons, or proliferation-related end-uses restricted by the U.S. Export Administration Regulations, including the design, development or production of missiles capable of delivering these weapons.

14.   GOVERNMENT USE. If Customer is part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure and transfer of the Cloud Services is restricted in accordance with the Federal Acquisition Regulations (FAR) as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement (DFARS) as applied to military agencies. The Cloud Services qualify as "commercial items" under FAR § 2.101 and all Cloud Services are developed exclusively at private expense. The Documentation is "computer software documentation" as set forth in FAR §52.227-14(a) and DFARS §252.227-7013(a). For purposes of this Agreement, references in this Agreement to "business" use will be deemed references to Government use if Customer is part of the Government. In accordance with such provisions, any use of any Cloud Service by the Government will be governed solely by the terms of this Agreement. All other use by or on behalf of the Government is prohibited.

15.   GENERAL.

(a)   All notices under this Agreement must be in writing and will be deemed given (i) when personally delivered, (ii) one day after being sent by overnight courier, (iii) upon receipt, if sent by certified or registered mail, return receipt requested, or (iv) the day of sending by email, to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Notices to Litmos shall be sent to contracts@litmos.com. Customer is responsible for keeping Litmos apprised of current notice contact information.

(b)   If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force. The failure of Litmos to enforce its rights under this Agreement or to act with respect to a breach of this Agreement by Customer or others will not be construed as a waiver of such rights and will not limit Litmos's rights with respect to any such breach or any subsequent breaches.

(c)   This Agreement is personal to Customer and Customer shall not assign (by operation of law or otherwise), transfer or sublicense any obligation or benefit under this Agreement, in whole or in part, for any reason whatsoever without Litmos's prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Litmos may assign this Agreement and/or any Orders, or delegate any of its obligations hereunder, in whole or in part (except that Litmos shall obtain the consent of the Government where the Government is the Customer hereunder and such consent is required).

(d)   For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract.

(e)   Litmos and Customer agree that any Order (or portion thereof) will be deemed separable from any other Order (or portion thereof). There are no third party beneficiaries of this Agreement.

(f)   Unless otherwise expressly provided, all remedies under this Agreement are cumulative and not exclusive. Unless otherwise expressly indicated, "including" (and other variations thereof) means, as applicable, "including but not limited to" and "herein" and "hereunder" are references to this Agreement. This Agreement, including all online terms referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, to the exclusion of any pre-printed or contrary terms of any purchase order (or similar document) and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom.

(g)   This Agreement will not be modified or waived, except by a mutual signed writing, provided that Litmos may update the online terms referenced herein from time to time. Litmos may include Customer's name as part of general customer lists. The parties also may engage in select marketing activities that are approved in writing by both parties, including the issuance of a press release and/or a quote from a Customer representative concerning the parties' relationship within a reasonable time after the Effective Date.

(h)   Litmos may, upon at least two (2) weeks' advance written notice, inspect, or have an accountant or auditor inspect, Customer's books and records relating to this Agreement and Customer's compliance with its terms and conditions, for up to two prior years of records from the date of such audit. Any such audit will be conducted during Customer's normal business hours and in a manner that does not materially interfere with Customer's normal business operations. Customer shall provide all reasonable assistance for such audit. If any audit reveals that Customer is in breach of this Agreement, then Customer shall (a) reimburse Litmos for the actual expenses associated with the audit and (b) if applicable, compensate Litmos (at Litmos's then-current list price) for any unauthorized use of or access to any Cloud Service (e.g., any use by any unauthorized users of a Cloud Service). From time to time Litmos may also require Customer to provide written assurances satisfactory to Litmos to confirm Customer's compliance with the terms and conditions of this Agreement.

(i)   This Agreement may be executed in any number of counterparts, all of which taken together constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile or other electronic transmission. The parties acknowledge and agree that this Agreement is subject to the U.S. Electronic Signatures in Global and National Commerce Act, the U.K. Electronic Communications Act 2000, and any similar law in any other applicable jurisdiction that makes legally effective a contract in electronic form and authorizes acceptance by means of an electronic signature or process.

(j)   For purchases from Litmos US, L.P., this Agreement is governed by and construed in accordance with the laws of the State of Delaware, USA (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). For purchases from any other Litmos entity, this agreement is governed by and construed in accordance with the laws of England and Wales. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

Attachment A

Professional Services

1.   **Definitions**.

(a)   "**Customer IP**" means (i) all Intellectual Property and Intellectual Property Rights that are in existence and owned by Customer as of the Effective Date, and (ii) any Intellectual Property or Intellectual Property Right that is supplied or independently developed solely by Customer without the use and/or benefit of, and that does not relate to or arise out of, any of Litmos's Intellectual Property, Intellectual Property Rights, Confidential Information, or Cloud Services.

(b)   "**Deliverables**" means all Intellectual Property, whether in tangible or electronic format, that is expressly identified as a deliverable in a SOW or Service Documentation and/or that is provided to Customer by Litmos in the course of providing the Professional Services to Customer, including any analyses, reports, manuals, supporting materials, test results, recommendations and drawings. Deliverables do not include any Cloud Services and/or any Customer IP. All Deliverables will be provided in the English language unless otherwise agreed in writing by Litmos.

(c)   "**FP Services**" means any Professional Services that are billed at a fixed price. FP Services may include (i) predefined, packaged Professional Services offerings that are described in Service Documentation and/or (ii) Professional Services that are not part of a predefined offering and are described in a SOW.

(d)   "**Intellectual Property**" means any and all inventions (whether or not patentable), discoveries, materials, tools, software (both source and object code), works of authorship (whether or not copyrightable), know-how, technical information, data, trade secrets, work product, methods, processes, ideas, designs, schematics, and other forms of technology.

(e)   "**Intellectual Property Rights**" means any and all now known or hereafter existing (i) rights associated with works of authorship, including copyrights and moral rights, (ii) trademarks, trade names, service marks, service names, and other indicia of origin, (iii) trade secret rights, (iv) patents, patent rights, and industrial property rights, (v) other similar proprietary rights in Intellectual Property of every kind and nature, and (vi) all registrations, applications, renewals, extensions, continuations, continuations-in-part, divisionals, foreign counterparts, reexaminations, and reissues of any of the foregoing, in each case in any jurisdiction throughout the world.

(f)   "**Litmos IP**" means all (i) Intellectual Property resulting from any Professional Services or otherwise conceived, reduced to practice, created, or developed during performance under this Agreement and/or any SOW, (ii) derivatives, enhancements and/or modifications of any of Litmos's Cloud Services or services, (iii) Intellectual Property supplied, conceived, reduced to practice, created or developed by or on behalf of Litmos, (iv) Deliverables, and (v) all Intellectual Property Rights in or to any of the foregoing. Litmos IP does not include any Customer IP.

(g)   "**Service Documentation**" means a Litmos-written document that describes a Professional Service offering and provides an overview of the key benefits, service tasks, and any Deliverables included in such Professional Service offering, and any service description documents and proposals provided by Litmos to Customer.

(h)   "**SOW**" means a mutually agreed upon written statement of work between Litmos and Customer that describes Professional Services to be rendered by Litmos to Customer.

(i)   "**T&M Services**" means Professional Services that are billed on a time and materials basis.

2.   **Services**. Professional Services may be described in Service Documentation and/or a SOW. Professional Services include FP Services and T&M Services. Subject to Customer's compliance with all the terms of this Agreement and payment of the applicable fees, Litmos will use commercially reasonable efforts to provide the Professional Services as set forth in the applicable Order, Service Documentation, or SOW. For clarity, Litmos is not obligated to deliver any Professional Services under any Service Documentation or SOW unless Litmos has received and accepted an Order for such Professional Services. If the Professional Services are provided at Customer's facilities, Litmos shall comply with Customer's reasonable policies that apply to onsite service providers, provided that such policies are provided to and agreed to by Litmos in writing in advance. Customer acknowledges and agrees that Customer's purchase of the Cloud Services (including any Support plans) is not contingent upon the provision of any Professional Services hereunder. Litmos may subcontract its obligations under this Agreement, provided that Litmos shall remain responsible for its obligations under this Agreement.

3.   **Delivery and Completion**.

(a)   Professional Services will be deemed completed by Litmos upon the sooner of (i) mutual agreement by the parties, (ii) for T&M Services, once each applicable hour or day has been delivered, or (iii) for FP Services, upon delivery of the FP Services or each applicable phase or milestone identified in the applicable Service Documentation and/or SOW. Notwithstanding the foregoing, if Litmos has partially completed a FP Service and Litmos is not able to complete the FP Service due to Customer's failure to schedule completion of the FP Services within the later of (A) ninety (90) days after Customer purchased the FP Service or (B) thirty (30) days after the originally agreed upon completion date for the FP Service, such FP Services will be deemed delivered and completed on such later date. Litmos will use commercially reasonable efforts to schedule Professional Services as promptly as practicable; however, Litmos requires a minimum of ten (10) business days after Litmos's acceptance of an Order to prepare and plan for Professional Services to begin. Customer shall schedule all remote work in one (1) day minimum blocks of time. If Customer purchases five (5) or more days of T&M Services in an Order, Customer shall schedule such T&M Services in minimum increments of five (5) consecutive days unless otherwise approved in advance by Litmos. If Professional Services will be performed onsite at a location designated by Customer, such onsite visits must include fixed or budgeted travel and expenses as part of the Order, and Customer shall schedule each day of onsite Professional Services in consecutive days, and in minimum increments of five (5) consecutive days if five (5) or more days are purchased, unless otherwise approved in advance by Litmos. Unless otherwise expressly provided in the applicable Service Documentation or a SOW, as used with respect to Professional Services, a "**day**" is defined as eight (8) hours during the regular business hours 7:00 AM to 7:00 PM local time, Monday through Friday, of a single day (excluding local holidays). Customer is not permitted to cancel or reschedule any Professional Services without Litmos's prior consent except as otherwise expressly set forth in this Agreement. Without limiting

the foregoing, T&M Services that are not completed within six (6) months after the Order date will be deemed completed unless otherwise agreed by Litmos in writing. Regardless of how such Professional Services are billed, if requested by Litmos, Customer shall confirm the completion of all Professional Services to Litmos in writing within two (2) business days after any such completion. If Customer fails to provide written notice to Litmos of Litmos's failure to complete any Professional Services within five (5) business days after such Professional Services are deemed completed in accordance with this Section, Customer waives any right to claim that Litmos did not complete the Professional Services.

(b)　　If Customer requests to cancel or requests to reschedule delivery of any Professional Services, Litmos may accept or reject the rescheduling or cancellation request in its discretion, provided that if such request is received within three (3) business days prior to a confirmed delivery date, Litmos may invoice Customer in full for any such cancelled or rescheduled Professional Services.

4.　　**Price and Payment**. Customer shall pay Litmos for the Professional Services in accordance with the rates set forth in the accepted Order and/or SOW, as applicable. Notwithstanding the foregoing, to the extent that any T&M Services outside the definition of a "day" are delivered, then Customer shall pay for such T&M Services at a rate of time and a half (1.5X), unless otherwise approved in advance by Litmos. Litmos shall invoice Customer for Professional Services in advance upon execution of the Order or SOW, as applicable, unless otherwise expressly stated therein. Customer shall not cancel any Orders for Professional Services, provided however that Litmos may cancel an Order for Professional Services in whole or in part at any time. Travel and other expenses that are incurred in connection with the Professional Services may Litmos either be quoted by Litmos and paid by Customer on a fixed fee basis, or upon submission of an invoice detailing actual expenses, reimbursed by Customer. Litmos is not obligated to provide any receipts for any expenses that are less than or equal to fifty U.S. dollars ($50). Any travel and hotel arrangements that are not included in a fixed fee are to be made by Litmos, and may be approved by Customer if such approval is requested by Customer prior to the arrangements being booked, provided that such approval is not unreasonably withheld or delayed. Orders or SOWs received without travel and expenses line items will be delivered remotely unless otherwise approved by Litmos in writing. All fees applicable to Professional Services are nonrefundable.

5.　　**Customer Responsibilities**. Customer will perform all obligations and satisfy all requirements identified as a Customer obligation or requirement in any Order, Service Documentation, or SOW. Without limiting the foregoing, Customer shall (a) make available in a timely manner all technical data, facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Litmos and (b) provide services and access to equipment and all supporting infrastructure, including network connectivity and power supply requirements, if applicable, that Litmos may reasonably require for the performance of the Professional Services. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. If Customer fails to perform any Customer obligations or satisfy any Customer requirements, Litmos is not obligated to perform any Professional Services that are affected by such failure.

6.　　**License and Proprietary Rights**.

(a)　　**Ownership**. As between the parties, Customer owns all right, title and interest in and to the Customer IP and Litmos owns all right, title and interest in and to the Litmos IP. To the extent, if any, that ownership of any of the Litmos IP does not automatically vest in Litmos, Customer hereby irrevocably and unconditionally (i) transfers and assigns to Litmos all right, title and interest in and to the Litmos IP without further consideration and (ii) waives all moral rights in or to all Litmos IP. During and after the term of this Agreement, Customer shall execute all documents and provide all information and assistance as requested by Litmos in order to effectuate the foregoing provision. Litmos has the exclusive right to apply for or register any Intellectual Property Rights with respect to any Litmos IP. Litmos makes no assignment of any sort under this Agreement.

(b)　　**Licenses**.

(i)　　To the extent reasonably required to perform the Professional Services, Customer hereby grants to Litmos a nonexclusive, royalty-free license, with the right to grant sublicenses, to use, make, modify, reproduce, prepare derivative works of, display, transmit, perform and otherwise exploit the Customer IP and all Intellectual Property Rights therein, in each case solely for the purposes of performing Professional Services for Customer and solely for Customer's benefit.

(ii)　　For any Deliverables provided to Customer in connection with the Professional Services or any SOW, Litmos hereby grants to Customer a nonexclusive, nontransferable, royalty-free, nonsublicensable license to (A) use such Deliverables for Customer's internal business use, and (B) exercise any other rights (if any) expressly granted under any Service Documentation or SOW with respect to such Deliverables. Except as expressly permitted in an applicable SOW or other written agreement between Litmos and Customer, Customer shall not, and shall not allow any third party to, (1) provide any Deliverable to any third party or use any Deliverable for the benefit of any third party, (2) modify, create derivative works of, reverse engineer, or copy any portion of the Deliverables, (3) incorporate or embody any Deliverables in any other Intellectual Property, or (4) without Litmos's prior written consent, publish or provide to any third party results of any benchmark or comparison tests of any Deliverable. Unless expressly agreed in a SOW or otherwise in a written agreement signed by Litmos, Litmos is not obligated to provide support or maintenance services for any Deliverable. Litmos does not grant Customer any rights not expressly set forth herein or in an applicable SOW.

(c)　　**Nonexclusive Relationship**. Nothing in this Agreement will be construed as to preclude Litmos from developing, using, marketing or otherwise exploiting products, services, software or other Intellectual Property that may be competitive with any Deliverables prepared for Customer hereunder, irrespective of whether such Intellectual Property is similar or related to the Deliverables developed under this Agreement, provided that Litmos does not use or reference any Customer IP in such activities.

7.　　**Effect of Termination**. Upon termination or expiration of any Order for Professional Services or any SOW for any reason, (i) if Customer purchased directly from Litmos, Customer shall pay Litmos all amounts due or accrued under such Order or SOW as of the date of such termination or expiration, and (ii) Customer shall return to Litmos all Confidential Information and other materials of Litmos relating to such Order or SOW. Termination or expiration of any Order for Professional Services or SOW will not affect any other Order for Professional Services or SOW then in effect.