

## Totara Policies

## Statement

The policies in this document are issued by Totara Learning.

### 1. In-term subscription changes policy

#### 1.1. Policy definitions

Overcapacity	The number of active users over the trailing 12-month period exceeds 105% compared to the Tier which has been paid for.
Tier Increase	Moving a current subscription to a Tier allowing for a higher number of active users.
Tier Decrease	Moving a current subscription to a Tier restricting to a lower number of active users.
Product Combinations	Totara's individual products, for example, 'Learn', 'Engage', 'Perform', 'Learn Professional' and their various combinations e.g., Learn + Perform.
Us	Hubken Group Ltd

#### 1.2. Overcapacity and Tier Increases

We will submit a Totara subscription tier change request if your subscription exceeds its usage allowance. If the overcapacity is reached during the subscription term, we are required to request a Tier Increase and Totara will invoice for the correct new Tier level on a pro-rata basis, taking into account what has already been paid from the first day that overcapacity is shown in registration data.

If overcapacity reaches 110% within the first 6 months following renewal or start of the subscription, the Tier Increase will be applied and be payable from the start of the subscription period. This is to ensure Totara is paid fairly for what should have been the correct Tier at the beginning of the subscription term.

For Multi-Year deals the start of the subscription is the date that the Multi-Year deal commenced.

The pro-rated invoice will reflect the date from the first day that overcapacity/tier change is shown in registration data.

#### 1.3. Product Combination Increases

We are required to notify Totara in advance when new Product Combinations are to be added to an active subscription. Totara will invoice on a pro-rated basis for the usage of additional Products.

#### 1.4. Tier and Product Combination Decreases

Totara will accept a decrease in the subscription level or removal of a product from a Product Combination at the time of renewal of the Subscription period.

Any decrease/removal request submitted within 4 weeks after the renewal date will be charged at the prior rate for the subsequent quarter i.e. the quarter in which the decrease request was received by Totara.

Any decrease/removal request received more than 4 weeks after the renewal date will be charged at the prior rate for the subsequent subscription term.

## 1.5. Cancellations

Subscription cancellations must be submitted prior to the subscription renewal date. Any cancellations received by Totara within 4 weeks after the renewal date will be charged for the quarter subsequent to the quarter in which the request was received by Totara. Any cancellations received by Totara more than 4 weeks after the renewal date will be charged for the subsequent subscription term.

You must cease using or accessing the Totara software effective the date of your cancellation i.e. the end of the subscription period.

Any cancelled subscriptions which continue to be used after the Subscription End date is a breach of the Product License and Subscription Agreement. You will be invoiced based on your actual usage post cancellation and payment will be subject to Totara's normal payment terms.

## 2. Multi-year fixed price subscription agreements policy

### 2.1. Policy definitions

Early Termination Opportunity	Means an opportunity for us to terminate a Multi-Year Subscription early, as per this Policy or otherwise specified in the applicable Multi-Year Subscription Order
Us	Hubken Group Ltd

### 2.2. The policy

A Multi-Year Subscription may be requested from Totara. If the request is accepted, Totara Learning will issue a Multi-Year Subscription Order for the Multi-Year Subscription.

The Multi-Year Subscription will be effective only if the applicable Multi-Year Subscription Order has been signed by both Totara Learning and us.

### 2.3. Conditions

Each Multi-Year Subscription will apply to one Production Instance only.

You must pay the Subscription Fees in full during the entire term of the Fixed-Price Contract. For example, if it is a 3 Year Multi-Year Subscription, then Totara will be billing for 3 years of subscription fees in yearly instalments.

The Subscription Term for the Multi-Year Subscription will be equal to the term of the Multi-Year Subscription.

If the Subscription Term exceeds 3 years, you will have one Early Termination Opportunity to terminate the Subscription Term at the end of the first 3 years of the Subscription Term. You may exercise the Early Termination Opportunity by notifying Totara Learning via us at least 90 days prior to the end of the first 3 years of the Subscription Term. It is your responsibility to notify us in good time to notify Totara Learning prior to the 90-day period. You may request an alternate Subscription Term and Early Termination Opportunity, but Totara Learning may accept or reject such request in its sole discretion.

Subject to the foregoing, cancellations of Multi-Year Subscriptions are not accepted during the Subscription Term.

For the purposes of calculating Subscription Fees due, if the tier of the Totara subscription purchased for the Multi-Year Subscription increases or decreases during the Subscription Term in terms of Active User band and/or number of Products, the rates applicable will be the same as the prices in effect at the time the Multi-year Subscription Order was executed.

Where a change in Active User band and/or the number of Products used occurs during the Subscription Term, the current “In-term Subscription Change” Policy will apply.

Upon expiry of the initial Subscription Term, the Subscription Fees for any renewals will be based on the prices in effect at the time of the expiration or termination.