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**4.1 Fixed Plan:** The Fixed Plan is a multi-year plan that starts on the date shown in the initial invoice. If Licensee purchases general seats, supervisors and non-supervisors may occupy the seats. If Licensee purchases non-supervisor seats, ONLY non-supervisors may occupy the seats.

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Licensee can assign supervisor courses and all-employee courses to supervisors and non-supervisor courses and all-employee courses to non-supervisors. If a non-supervisor in a non-supervisor seat is promoted, the employee's status must be changed to "supervisor" and assigned a general seat, if one is available (uses two seats). If a non-supervisor in a general seat is promoted, only the employee's status changes to give the employee access to supervisor courses. NO additional seat is used.

**4.3 Assigning Courses/Seats:** Licensee can assign a course to an employee anytime during the Training. Once a course is assigned, the employee occupies a seat until the Training ends.

**(a) Unused Seat:** An occupied seat is "unused" if **NO course** assigned to the employee is 10% or more complete. An unused seat can be recaptured by deleting the employee or un-assigning all of the employee's courses. Once recaptured, the seat is available and may be re-assigned to another employee during the remainder of the Training.

**(b) Used Seat:** An occupied seat is "used" if **ANY course** assigned to the employee is 10% or more complete. The used seat cannot be re-assigned to or occupied by another employee during the Training – even if the employee occupying the seat is deleted.

**4.4 Completed Courses:** If the employee completes a course during the Training, the course may be opened again, but ONLY by the employee who completed it. Licensor reserves the right to deny access to any employee if Licensor believes that the employee is opening completed courses excessively or using the Training in any way Licensor believes threatens its business interests. Licensor will notify Licensee of the decision and Licensor may, in its discretion, re-instate the employee after discussions with Licensee.

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**5.2 Seat Price & Add Seats:** The Seat Price is established at the beginning of the Training and does not change. If Licensee needs more seats during the Training, Licensee can buy add seats (minimums: 5 seats for supervisors and 10-seats for non-supervisors) at the Seat Price – irrespective of the time left in the Training. Add seats do not extend the Training.

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