**Contract Number: GOS 202239  
Learnship Contract Number: KV-00184**

**Framework Agreement**

**on the provision of services**

**in the area of eLearning and Training**

**between**

**Deutsche Post AG**

**Shared Service Center Procurement**

**Moltkestr.14**

**53173 Bonn**

**Germany**

- hereinafter referred to as “CUSTOMER” -

**and**

**Learnship Networks GmbH**

**Stolberger Straße 374**

**50933 Köln**

**Germany**

- hereinafter referred to as “CONTRACTOR” –

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**Preamble**

Deutsche Post DHL Group (“DPDHL”) is a group of companies, and CUSTOMER is a member of this group of companies, which are active worldwide in the markets for Mail Delivery, Express and Logistics, operating on an international level in part through its DHL subsidiaries.

The controlling company of this group is Deutsche Post AG, a German Aktiengesellschaft (Stock Corporation) with its registered offices in Bonn, Germany.

CUSTOMER attaches great importance to entering into contractual relationships with CONTRACTORs whose presence in the market and behavior towards their employees or subcontractors do not conflict with the ethical and moral standards of DPDHL and the UN Commission on Human Rights. For this reason, DPDHL has compiled a Supplier Code of Conduct, which sets out binding standards for business relationships with a DPDHL company.

The CONTRACTOR is the world's leading provider of online face-to-face training in language learning. Through the merger of Learnship and Global English, corporate CUSTOMERs receive comprehensive online, trainer-led and blended learning language training worldwide from a single source. Learnship works with more than 1,000 language trainers.

The Parties thus agree as follows:

**1. Subject Matter**

1. The subject matter of the Framework Agreement comprises:

* **Online Training Services and SaaS Services** on an available internet platform of the CONTRACTOR.
* Standard eLearning Software (as further described in **ANNEX 2a**) by the CONTRACTOR to the CUSTOMER (both standard eLearning content and standard eLearning software hereinafter referred to as “Standard Software” including providing interfaces to exchange meta data “Standard Software” shall also mean software - programs, program modules, tools, etc. - that has been developed for the needs of multiple CUSTOMERs on the market and not specially designed by the CONTRACTOR for the CUSTOMER and include all associated documentation);
* The conception, execution and assumption of personnel consultant / trainer / moderator activities in the area of organizational and personnel development in accordance with **ANNEX 2b.** (hereinafter also referred to as "Services"), e.g. Levels-based Language Training, Skills-based Language Training, Language Coaching, Relocation Language Training, Intercultural Training / Coaching;
* The design, preparation and provision of training material to be used for the purpose of the training with **ANNEX 2b**;
* The support for the CUSTOMER and other Group Companies in the preparation and other tasks necessary to deliver such assessments and trainings as detailed in   
  **ANNEX 2**.

1. “Services” shall also include the services described in greater detail in the individually specified Service Levels (attached as **ANNEX 3**) by CONTRACTOR, such as repair, maintenance, delivery and installation of updates, and provision of a service hotline according to the conditions listed in the individually specified Service Levels. CUSTOMER is responsible for connecting his computers to the Internet.
2. On the basis of this Framework Agreement, CUSTOMER has selected CONTRACTOR as one of its regional CONTRACTORs for the above mentioned services. The CONTRACTOR undertakes to provide such services in accordance with the provisions of this Framework Agreement and its Annexes and in accordance with the individual agreements concluded on the basis thereof.
3. Details regarding service performance shall be contained in the respective call order/individual contract.
4. Fulfillment of the individual contract shall require in particular the handover of documentation as agreed with the CUSTOMER.

**2. Structure of the Ag*r*eement, e-purchasing**

1. The content of this Framework Agreement shall be made known to the responsible offices of DPDHL. The responsible offices (purchasing units or other units if orders are placed via an electronic ordering system, such as GeT) shall meet their requirements directly from the CONTRACTOR on the basis of individual contracts on a case-by-case basis. Each individual agreement shall consist of the following parts in the order indicated below:
2. The individual agreement,
3. This Framework Agreement with enclosures as defined in art.25,
4. The General Purchasing Conditions (Allgemeinen Einkaufsbedingungen, “AEB”) of Deutsche Post AG in the version of October 01, 2016,
5. The Supplier Code of Conduct in the version 2016.4.
6. Upon CUSTOMERs request, CONTRACTOR undertakes to provide all products that are covered by this Agreement at no additional costs to CUSTOMER via CUSTOMER’s third party provider for the electronic ordering system of DPDHL market place (“GeT” or “iPro”). Therefore, the CONTRACTOR will separately conclude a corresponding agreement with this third party provider.

**3. Group clause with right to request**

All companies in the Deutsche Post DHL Group - i.e. Deutsche Post AG and all of its affiliates according to § 15 AktG (German Stock Corporation Act) hereafter “**Group Companies**” - shall be entitled to call up the contractual services on the conditions agreed in this Framework Agreement.

Companies affiliated with CONTRACTOR according to § 15 AktG (German Stock Corporation Act) are entitled to provide the contractual services on the conditions agreed in this Framework Agreement. In this case, the agreement will be effective to and against the affiliate.

**4. No obligation to accept**

1. This Framework Agreement shall not constitute an obligation on the part of the CUSTOMER to accept products/services and shall not confer a right to provide services. The CUSTOMER shall also be entitled to obtain the stated services from third parties. Any quantities specified are estimates; the actual quantities required may differ considerably from the estimated values.
2. The CONTRACTOR shall not be entitled to reimbursement of expenses incurred in anticipation of individual agreements being concluded.

**5. Change requests**

1. **Changes to ANNEX 4**

The CUSTOMER may request changes to the countries of delivery listed in **ANNEX 4** at any time, after prior written notification to the CONTRACTOR. The CONTRACTOR may only reject such a request by providing sufficient reasons that the delivery of the services in the additional countries is not legally or de facto possible.

1. **Changes to services under the Frame Agreement respectively the individual contract**
2. The CUSTOMER of the relevant agreement may request changes to the agreement’s scope of service where feasible for the CONTRACTOR after the agreement has been concluded.
3. The CONTRACTOR shall assess the CUSTOMER's change request and notify the same within 5 working days whether the request is unreasonable or impracticable.
4. If the change request is reasonable and practicable, the CONTRACTOR shall submit a proposal for its implementation, taking all foreseeable consequences into consideration.
5. The proposal shall include all documents necessary for verification by the CUSTOMER (description of tasks, schedules and price/cost breakdowns).
6. Prices for additional/reduced services shall be calculated as follows:

* In the case of reduced services, the contractually agreed price shall be reduced by an amount relative to the reduction in volume.
* At most, the CONTRACTOR shall offer additional services according to the agreed daily rates, prices and conditions (**ANNEX 1a, 1b, 1c**).

1. Unless otherwise agreed in individual cases, the CONTRACTOR shall submit the proposal for a contractual amendment in accordance with paragraph 2c within 4 weeks of receiving the change request from the CUSTOMER and the CUSTOMER shall make a decision on this proposal within 4 weeks.
2. The CUSTOMER shall decide whether to accept or reject the CONTRACTOR’s proposal within the binding period of the proposal. Agreed changes to the services provided shall be documented in writing by amending the agreement accordingly.

Until that point, the CONTRACTOR shall continue his work as originally agreed, unless the CUSTOMER notifies the CONTRACTOR in writing that the work should be suspended until the CUSTOMER reaches a decision on the proposal.

# 6. Provision of Standard Software Licenses

**(Digital/Blended Products), Delivery Terms**

1. The provision of Standard Software in the respective recent mode and edition by the CONTRACTOR shall be made by the way of hosting on a server of the CONTRACTOR. In this context, CUSTOMER shall, during the term of the Framework Agreement or the respective Individual Call Off, have the right to access granted by the CONTRACTOR and shall have direct access to the Standard Software, and is entitled to use this Standard Software provided on the server of the CONTRACTOR pursuant to the rights granted in the course of this Framework Agreement. Only such user for whom the Individual Call Off has been concluded and access data have been generated, is authorized to use the Standard Software. Access to the Standard Software will be carried out in general by a secured password via remote data transmission. The user must apply the access data which has been notified to the user by CONTRACTOR. Further details in this regard (including the service level agreement) are agreed upon in the Annexes. The right to use the respective Standard Software shall be subject to section 16 hereinafter.
2. The CONTRACTOR shall provide access to the Standard Software within the agreed time or upon the agreed date (service activation date) agreed upon in the Individual Call Off.

**7. Services / Hosting of Standard Software**

1. CONTRACTOR licenses the Standard Software to CUSTOMER in its current version for remote use, i.e. the Standard Software may be accessed via the Internet by using an Internet browser. Licensing of the Standard Software occurs without installation or implementation at the CUSTOMER's site.
2. CONTRACTOR will provide a permanent connection between his servers, on which the Standard Software is installed, and the Internet with the transfer capacities described in the respective service level agreement. All services are provided “as is” without warranties of any kind. In particular the CONTRACTOR does not warrant that the operation of the services or access to its learning platform(s) will be uninterrupted or error-free.

CUSTOMER shall acknowledge and agree that the services may be subject to limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. The CONTRACTOR shall not be liable for any such delays, delivery failures, or any other damage resulting from events beyond Service Provider’s reasonable control, without regard to whether such events are reasonably foreseeable by the CONTRACTOR.

CUSTOMER shall agree that the CONTRACTOR is not responsible for any third-party content that may form part of the services. The CONTRACTOR does not monitor groups, chatrooms or message boards as a matter of policy, but it retains the right to remove content. The services may contain links to websites operated by other parties, which are provided for convenience only; CUSTOMER shall agree that the CONTRACTOR is not responsible for the availability or contents of such websites. Further, CUSTOMER shall agree that the services provided by the CONTRACTOR are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the CONTRACTOR regarding future functionality or features of the services.

1. CONTRACTOR will make the Standard Software available to CUSTOMER on his servers via an Internet connection (year-round, 24 hours). Availability shall be subject to the standards and procedures set forth in **ANNEX 3 (Service Level Agreement)**.
2. At least 300 licensed users (concurrent users also in the technical sense of being logged on to the server and simultaneously using the training) should be able to access the Standard Software for the CUSTOMER at the same time. CONTRACTOR grants to CUSTOMER the number of access rights and associated passwords agreed upon in the individually specified service levels. In addition to the setting up of user profiles, the CONTRACTOR is responsible for their management as well as the management of access rights and passwords. CUSTOMER will keep confidential the access rights and passwords communicated to him and will inform his employees and authorized third-parties in this regard accordingly.
3. Parts of the data collected, processed or used with the Standard Software will be stored on CONTRACTOR’s servers. CONTRACTOR is obligated to undertake all measures necessary to ensure data backup and data security, in particular setting up the latest virus protection and firewalls, always keeping the virus protection up to date for the duration of the contract, and performing a regular (at least daily) backup of all CUSTOMER data. Availabilities and capacities of the storage media are specified in the Annexes. CONTRACTOR is obligated to release to CUSTOMER all data immediately upon termination of the Services as a download. In this respect, CONTRACTOR is entitled to no right of retention.
4. CONTRACTOR is obligated to observe relevant standards and laws, inasmuch as personal data of the CUSTOMER are collected, processed or used.
5. CUSTOMER will be responsible for all computers that persons accessing the   
   Standard Software for the CUSTOMER need to remotely access the Standard Software, including the necessary software, such as operating systems.

**8. Dates and deadlines, default**

1. The deadlines and terms specified in the individual contract shall be observed on a binding basis. If the CONTRACTOR exceeds these deadlines, he shall be considered in default, without any further reminder, unless the CONTRACTOR is not responsible for the delay. In case of default (*Verzug*) the CONTRACTOR shall be liable according to the statutory law.
2. The CONTRACTOR shall be fully liable for damages sustained by the CUSTOMER in connection with the default.

**9. Contract fulfillment**

1. The CONTRACTOR shall carry out the work in accordance with the agreed contents and goals.
2. The fulfillment of the contract requires the handing over of the documented results as agreed by the Parties.
3. At this time this is not intended, but in case CONTRACTOR has to develop test documents or other training material, they shall be produced in accordance with the standard layout specified in the corporate design of DPDHL after a corresponding written approval by CUSTOMER. CUSTOMER may at his own free discretion modify or alter the corporate design and provide CONTRACTOR with updated specifications, samples or style sheets.

CONTRACTOR shall always comply with the most recent corporate design and promptly (unverzüglich) update all training material and other products accordingly without any costs, up to a maximum of one day for the graphic design per active project. Any updates that require more than one day for the graphic design will be scoped accordingly and mutually agreed.

1. The participant questionnaires released and provided by the client of the respective individual contract are distributed by the CONTRACTOR to the participants. At the end of the training, the CONTRACTOR will prepare a trainer's report and send it together with the seminar assessments of the participants in response to the responsible unit for the participant evaluation.

**10. Use of the CONTRACTOR’s employees /Sub-CONTRACTORs**

1. The CONTRACTOR shall perform the tasks listed in the individual contracts through qualified staff. For the purpose of control and coordination of the tasks, the CONTRACTOR shall appoint a principal contact person to be responsible for the CONTRACTOR’s services, who is also the exclusive contact for any technical/specialist instructions of CUSTOMER.

At the request of the CUSTOMER, the CONTRACTOR shall provide the CUSTOMER with the relevant qualification profiles before the start of any given order/project. CONTRACTOR will -while performing its contractual duties- monitor sufficient qualification and reliability of its deployed personnel. The CUSTOMER shall be entitled at any time to object to the deployment of certain employees who do not fulfill his expectations with regard to quality. The quality of the trainers is evaluated on the basis of the participant satisfaction survey and the achievement of the agreed training goals.

1. The CONTRACTOR shall ensure that his employees assigned to fulfill the contractual duties have valid work and residence permits and all other permits or licenses required. Furthermore the CONTRACTOR will ensure in particular that he and his subcontractors – where applicable – comply with the regulations of the German act on strengthening collective bargaining autonomy (Tarifautonomiegesetz), in particular with the duty to pay minimum wages as defined in the German Minimum Wage Act (Mindestlohngesetz).
2. The CONTRACTOR has the exclusive selection competence (“*Auswahlkompetenz*”) regarding his staff, which he chooses to perform the contractual duties. CONTRACTOR’s staff will have no claim to an employment relationship with the CUSTOMER arising from their assignment to the CUSTOMER or deployment to CUSTOMER´s premises.
3. Commissioning of sub-CONTRACTORs (other than affiliates of the CONTRACTOR, freelance trainers and IT (service) providers used for the Standard Software and the Services) shall always require the prior written consent of the CUSTOMER. With regard to all freelancer trainers, IT (service) providers and CONTRACTOR's affiliates the prior written consent shall hereby deemed to have been granted. In case CUSTOMER has approved the provision of services through sub-CONTRACTORs, the CONTRACTOR shall ensure that the contracts closed with its sub-CONTRACTORs comply with all the legal regulations and quality standards as set forth in this Framework Agreement.
4. During the contract period and for a period of 12 months after termination of the Framework Agreement, the Parties refrain from headhunting employees of the other party and subsequently employing them in a way that they are related to the subject matter of the contract. This does not apply to the employment following an application to a public job advertisement.

**11. Reporting**

1. The Contractor shall provide the USTOMER with a report when requested by Customer. The reports are to be provided free of charge via e-mail by the tenth working day of the months following the quarter/year passed.
2. The Contractor shall give notice to the Customer of individual contracts accepted by the Contractor without the involvement of the purchasing offices and without use of the Customer’s electronic ordering system, e. g., GeT, within 48 hours by sending a formless order notification. This notification shall be sent by e-mail to the contact specified under section 31 of this Agreement.

**12. Prices / Discounts / Cost Estimation**

1. The daily rates in **ANNEX 1c** (Skill Level Matrix) prices and conditions agreed in **ANNEX 1a and 1b** (Price and conditions summary) shall apply.

The CONTRACTOR shall offer these maximum daily rates / prices to all Group companies and shall monitor adherence to these daily rates.

1. The daily rates, prices and conditions agreed in **ANNEX 1a, 1b and 1c** shall cover all staff, non-staff and other services provided by the CONTRACTOR in the preparation and fulfillment of the order. The agreed prices (excluding value added tax) shall be maximum prices. Additional claims are not permitted. The agreed prices shall also cover all costs incurred until the Agreement is fulfilled (e.g. costs for packaging, transport, insurance, customs duties, assembly, excise duties). The value added tax shall be calculated at the tax rate applicable on the day the tax is incurred. All prices mentioned in this Agreement and in the Annexes are plus applicable tax, if any.
2. In case the Parties have not agreed on fixed prices in the individual contract, but on a cost estimation (“*Kostenanschlag*”) only, CONTRACTOR shall inform CUSTOMER without delay (“*unverzüglich”*) if a threshold of 80% of the given cost estimate has been reached. Further to this notice the CONTRACTOR shall inform CUSTOMER additionally about the outstanding efforts/services required to fully fulfill the respective individual contract. Such notices are required by CUSTOMER for his budget planning and to decide on a potential increase of the budget limit in good time.

Moreover, CONTRACTOR shall inform CUSTOMER without delay about any foreseeable exceeding of the given cost estimation. The CONTRACTOR shall not be entitled to claim additional remuneration for rendered services exceeding the cost estimation without having informed CUSTOMER accordingly and having received CUSTOMER’s prior written consent. In contrast to Section 649 German Civil Code (“Bürgerliches Gesetzbuch – BGB”) this shall also apply in case of an insignificant exceeding of the cost estimation.

1. Any additional man-days required for the task beyond the overall scope of service specified in the respective individual contract shall require the prior written approval of the CUSTOMER. The daily rates, prices and conditions specified in **ANNEX 1a, 1b and 1c** shall apply as maximum rates in this respect.
2. The CONTRACTOR shall have sole responsibility for the payment of his employees and for the payment of taxes, national insurance contributions and value-added tax associated with their employment to the competent authorities. The CONTRACTOR shall indemnify the CUSTOMER at all times against claims by third parties based on a failure by the CONTRACTOR to pay wages, taxes or other dues or to pay these in full.

**13. Terms of Payment; e-billing**

1. The CONTRACTOR shall provide the CUSTOMER of the respective individual contract with a proper invoice in accordance to the settlement mode agreed with the client.
2. At least the following information must be provided in the invoice:

* DPAG division, DPDHL group company, for which the service is provided,
* Country
* Project name / event title,
* Purchase Order (PO) number,
* Cost centre.

1. In case of training services the list of participants shall be added to the invoice as well.
2. The invoice shall be sent, with the required documents and verifiable receipts to the invoice address specified in the individual agreement.
3. Payment shall be due within 60 days, after booking of the services/license and receipt of the invoice. Payment obligations for booked services and activated licenses are not cancellable; already made payments are not refundable.
4. e-billing

Upon CUSTOMERs request, CONTRACTOR undertakes to submit invoices electronically to CUSTOMER at no additional costs to CUSTOMER via CUSTOMER’s third party provider. CONTRACTOR shall comply with these e-billing requirements at the latest on the implementation date given by CUSTOMER. Therefore, the CONTRACTOR will separately conclude a corresponding agreement with this third party provider.

**14. Contact execution, training postponement (f2f)**

1. The CUSTOMER of the respective individual contract should provide the CONTRACTOR with all the necessary information that he needs for the provision of services.
2. The CUSTOMER of the respective individual contract plans and agrees the language training in accordance with the CONTRACTOR and informs him about any changes in the planning without delay.
3. Booked training hours for ongoing individual and group training sessions (Standard Training Programs) can be postponed by the user within the timeframes mentioned in **ANNEX 2b (Service Description Standard Training)**.
4. Booked language training courses at national territory and abroad (full-day language training) can be cancelled or postponed by the user free of charge within the timeframes mentioned in **ANNEX 2b**.

**15. Right of use, ownership of Standard Software**

1. Standard Software is copyright-protected and may include technology and content protected by patent, copyright and/or trademark laws, which have been licensed by the CONTRACTOR from third party suppliers in full or in part. However, the regulations of this Framework Agreement shall also apply if the Standard Software is, by way of exception or partly, not subject to copyright protection.
2. The CONTRACTOR shall grant the CUSTOMER and its Group Companies the following rights to use the Standard Software:
3. The non-exclusive, non-transferable and non-sublicensable right of use

* in connection with the internal training needs of CUSTOMER and its affiliates under Section 15 *et seq.* of the German Stock Corporation Act (AktG),
* unlimited in terms of location,
* limited in time to the duration of this Framework Agreement or, where otherwise specified, limited to the duration (specified in in the applicable Annex to the Framework Agreement or an Individual Call Off entered into hereunder), and
* limited to the number of individual users set forth in the   
  applicable ANNEX to this Framework Agreement or an Individual Call Off entered into herunder.

1. The right to use in any system environment.
2. CUSTOMER undertakes to take reasonable technical and organizational steps to ensure that the Standard Software is used in the manner intended.
3. CUSTOMER shall be entitled to produce a copy of the Standard Software for backup purposes. Copies of the Standard Software made for backup purposes shall be deemed an integral part of the agreed intended use.
4. CUSTOMER undertakes not to convert the Standard Software provided into a different code format by decompiling, reverse engineering or other means, unless this is permitted under copyright rules.
5. CUSTOMER shall not, directly, indirectly or through its users:

(i) attempt to sell, transfer, assign, rent, lend, lease, license, sublicense or otherwise provide third parties with rights to the Standard Software;

(ii) use the Standard Software in a manner that interferes with, degrades, or disrupts the integrity or performance of any CONTRACTOR technologies, services, systems or other offerings, including data transmission, storage and backup;

(iii) access the Services for the purpose of developing a product or service that competes with the Standard Software;

(iv) alter, remove or modify any component of the Standard Software, including any proprietary marks or images included in or displayed as part of;

(v) "frame", "mirror", copy or otherwise enable third parties to use the Standard Software (or any component thereof) as a service bureau or other outsourced service; (vi) circumvent or disable any security features or functionality associated with Services; or

(vii) use the Standard Software in any manner prohibited by law.

1. CONTRACTOR shall notify CUSTOMER of any additional restrictions on reproduction and use of the Standard Software as soon as they become known to him.
2. Right of Use Regarding Software Maintenance

The obligation to maintain software also encompasses the obligation to grant rights of use to the extent and manner to which they exist for the software to be maintained.

**16. Software Maintenance**

1. Contractor undertakes the software maintenance for the software products and software developments acquired under this Agreement. The purpose of software maintenance is i.a. the software’s operational and functional readiness.
2. Contractor shall provide software maintenance services in an orderly, professional manner and in accordance with the agreed specifications, particularly the Service Levels.
3. Further details (e.g. the scope of maintenance services, service times, SLA, etc.) are specified in ANNEX 3 (**Service Level Agreement**).
4. Contractor shall guarantee software maintenance for a period of at least 5 years after the conclusion of the Agreement.

**17. Right of use, ownership of Training solutions**

1. In the event that the CONTRACTOR creates exclusive material for the CUSTOMER, which would be subject to an additional remuneration, the CONTRACTOR shall grant the CUSTOMER the exclusive, irrevocable, unrestricted, worldwide, sub-licensable and transferable right of use, for all known, derivable and future types of use to the work products that are subject to copyright protection or protection of industrial property and which are created under an individual contract.

The right of use shall also include the right to any commercial exploitation, publication, development and reproduction as well as the right to onward transmission to third parties for possible follow-up orders.

Furthermore the right of use include AI (Artificial Intelligence) newsfeeds with CONSUMER’s news articles in English language (classification: “Internal Use” will be uploaded into the CONTRACTOR’s environment to create online training elements).

1. For all other materials and parts of the Services that are subject to copyright protection or protection of industrial property but not subject to aforementioned para (1) and which are contributed or developed by CONTRACTOR (incl. material licensed by CONTRACTOR from third party suppliers in full or in part), all ownership and rights in the Services shall remain with CONTRACTOR and its suppliers.

The CONTRACTOR shall grant the respective user a simple (non-exclusive), non-transferable and non-sublicensable right to use the Services and the provided training materials for the training sessions, for wrap-up of the training sessions or for controlling the training progress, limited in time to the duration of the course or the term stipulated in the Individual Call Off, which is covered by the agreed remuneration.

Use rights exceeding this scope or other rights, e.g. with regard to training methods or training materials, are not granted. Any use or publication of training methods or training materials requires the prior written consent of the CONTRACTOR.

CUSTOMER and its users shall not amend, lease, lend, sell or market the provided software, content or materials.

1. Material provided by the CUSTOMER to the CONTRACTOR shall only be used within the context of this Agreement. All rights regarding the material of the CUSTOMER shall remain with the CUSTOMER and the CUSTOMER may demand withdrawal or deletion of its material at any time.
2. The CONTRACTOR’s right of disposal of the training models, methods, components, standard products, materials etc. that are contributed or developed independently of the respective individual agreement shall remain unaffected.

**18. Qualitative Defects in Service**

1. The Services are provided “as is” without warranties of any kind.

The CONTRACTOR uses qualified trainers for providing the Services, however, does not take any liability for the quality of the single training, which is not accessible for an objective evaluation.

Further, Learnship does not warrant any learning success.

In addition, CONTRACTOR does not warrant that the access to its learning platform(s) will be uninterrupted or error-free. The CUSTOMER shall acknowledge and agree that the access to such platform(s) may be subject to limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. The CONTRACTOR shall not be liable for any such delays, delivery failures, or any other damage resulting from events beyond CONTRACTOR’s reasonable control, without regard to whether such events are reasonably foreseeable by the CONTRACTOR.

If the service is not rendered at all, is not rendered in accordance with the agreement or is rendered incorrectly and CONTRACTOR is responsible for this fact, CONTRACTOR shall be required to render the service in accordance with the agreement within a reasonable period without additional cost to CUSTOMER. A prerequisite for this shall be a complaint from CUSTOMER which must be made immediately and at the latest within 2 weeks of discovery.

1. If CONTRACTOR fails to provide services in accordance with the agreement within a reasonable additional period, CUSTOMER may either withdraw from the agreement or reduce the remuneration for the services.
2. Claims to compensation and other legal rights shall not be affected by the above provisions.

**19. Infringement of Intellectual Property Rights**

1. CONTRACTOR shall ensure that the exercising of the rights granted to CUSTOMER will not infringe third-party rights.
2. (2) CONTRACTOR will indemnify and hold CUSTOMER harmless from and against any third party claim that CUSTOMER’s authorized use of the Services in the form delivered by CONTRACTOR to CUSTOMER , infringes a valid copyright of a third party existing at the time of delivery (“Claim”), and CONTRACTOR will pay all costs, liabilities, losses and expenses (including reasonable attorney’s fees and costs) finally awarded against CUSTOMER by a court of competent jurisdiction; provided that CUSTOMER:

(a) promptly provides CONTRACTOR with written notice of the Claim;

(b) at CONTRACTOR’s expense, provides all assistance reasonably necessary for the defense of the claim; and

(c) gives CONTRACTOR sole control of the defense and settlement of the Claim.

The defense and/or settlement of a Claim by CUSTOMER without such notice and opportunity to CONTRACTOR shall relieve CONTRACTOR of any further obligation to indemnify CUSTOMER with regard to such Claim.

1. Insofar as the CUSTOMER is himself responsible for the violation of intellectual property rights, CUSTOMER shall indemnify, defend and hold harmless CONTRACTOR, its directors, officers and employees from and against any and all liabilities, damages, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys’ fees) arising from or occurring as a result any third party claim to the extent arising out of the allegation:

(i) of unfair business actions, fraud, or the like by CUSTOMER;

(ii) that any use of the Services or related scores are used in a manner not in accordance with all applicable law, or for other than lawful purposes.

1. In the event any such Claim interferes with CUSTOMER’s right to use the Services, or if CONTRACTOR reasonably believes any Claim may interfere with CUSTOMER’s right to use the Services, the following shall apply:
2. CONTRACTOR shall, at its own discretion and expense, either modify or replace the Standard Software or other work products in such a way that they do not infringe the intellectual property right, but conform in essence to the agreed functional and service features in a reasonable way for CUSTOMER, or release CUSTOMER from payment of license fees for the use of the work products to the owner of the rights or third parties.
3. Should CONTRACTOR fail to achieve this, CUSTOMER may demand that CONTRACTOR take back the Standard Software, services or other work products and reimburse CUSTOMER the price paid by CUSTOMER less an amount covering the period of use. In this case, CUSTOMER shall be obliged to return the work products to CONTRACTOR.

**20. Liability**

1. CUSTOMER and CONTRACTOR shall be liable towards each other for damages as to which they are responsible by willful or gross negligent misconduct up to 100 % of the entire remuneration of the respective call order/individual contract.

The liability for normal negligence shall be limited to breach of a material obligation of this Framework Agreement. In this case the liability shall be limited to the typically foreseeable damage.  
The foregoing limitation of liability shall not apply to any cases of mandatory statutory liability (in particular according to the Product Liability Act), neither for liability arising of negligent injury of life, body, or health.

1. If Services are not provided pursuant to this Framework Agreement or an Individual Call Off or are defective and if CONTRACTOR is liable for that, CONTRACTOR shall provide the Services without additional costs for CUSTOMER within a reasonable time period and pursuant to the terms of the respective agreement. This requires a notification of a defect by CUSTOMER, which shall be made promptly, at the latest within two (2) weeks upon obtaining knowledge thereof.
2. If the provision of services pursuant to this Framework Agreement or an Individual Call Off fails due to reasons as to which CONTRACTOR is liable also within a further reasonable deadline expressly set by the CUSTOMER, CUSTOMER shall be entitled to terminate the respective agreement with immediate effect.
3. The right to terminate extraordinarily for good cause shall remain unaffected.
4. The claim for damages pursuant to Sections 280 *et seq.* German Civil Code (*Bürgerliches Gesetzbuch*) shall remain unaffected by the regulations above.

**21. Confidentiality**

1. The Parties agree to treat as confidential any and all information received or obtained about the other Party and the subject matter of the Framework Agreement in this contractual relationship, and of the individual contracts forming part of it, during the term of the Framework Agreement and for three years after its termination or expiration. Each Party shall only use this information for fulfilling its contractual obligations.

This applies not only to operational and organizational processes but also and particularly to any and all information that is clearly marked as confidential or as operational or business secret.

This confidentiality obligation shall not apply to information which

(i) is or becomes publicly available by other than a breach hereof (including, without   
limitation, any information filed with any governmental agency and available to the public);

(ii) is demonstrably known to or in the possession of the receiving party at the time of disclosure;

(iii) thereafter becomes known to or comes into possession of the receiving party from a third party that is reasonably believed not to be under any obligation of confidentiality and which is lawfully in the possession of such information;

(iv) which is developed by the receiving party independently of any disclosures previously made by the disclosing party;

(v) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, provided that prior to such disclosure the disclosing party is given reasonable advance notice of such order and an opportunity to object to such disclosure. The receiving party shall immediately notify the disclosing party of any unauthorized disclosure of the Confidential Information.

1. Unless required for the purpose of the Framework Agreement, the Parties shall not make any notes and communication to third parties. Dissemination to third parties or any other form of disclosure requires the written approval of the disclosing Party. Third parties in the meaning of this art. 15 do not include group companies of the receiving Party, external agents, including consultants, used by the receiving Party in connection with the relevant contractual service.
2. After the end of the contractual relationship, the receiving Party shall, upon the request of the disclosing Party return or destroy all documents/information received or compiled in the course of the Framework Agreement’s performance. Both parties shall have no right of retention to such documents, without prejudice to any legal retention obligations.
3. The Parties shall instruct any and all third parties they involve as to their obligation to comply with the above obligations. At the request of CUSTOMER, CONTRACTOR shall provide proof of having instructed the respective third parties in writing as regards their confidentiality obligation.
4. All communication (e.g., press releases, naming as a reference CUSTOMER) of CONTRACTOR concerning or in connection with this Framework Agreement shall require the prior written consent of CUSTOMER.

**22. Data protection**

1. The data protection obligations (in particular the EU General Data Protection Regulation 2016/679 (GDPR) and all other applicable data protection laws) shall be observed. The CONTRACTOR processes personal data only if and to the extent necessary to fulfill the purpose of this Agreement, which shall include the optimization of the Standard Software and the Services. In doing so, the CONTRACTOR shall also implement appropriate technical and organizational measures which meet the requirements of applicable data protection law, in particular the GDPR and this agreement.
2. The CONTRACTOR shall undertake his employees in writing not to disclose to anyone any and all personal data and other information that becomes known to them as a result or in the course of their work for the CUSTOMER and not to process such data without authorization.
3. The CONTRACTOR promptly and fully notifies the CUSTOMER in writing or via email if any personal data has been disclosed in non-compliance with this clause, any other provision of this contract or applicable data protection law. In such a case the CONTRACTOR takes every step to prevent the further disclosure of any personal data.

As far as the subject matter of this Agreement is affected and as far as legally permitted, the CONTRACTOR shall immediately inform the CUSTOMER of any inspections, investigations and / or administrative measures conducted by a (data protection) supervisory authority.

1. The CONTRACTOR is not acting as a data processor but as a data controller in the meaning of EU-GDPR (see **ANNEX 10**, letter of the German data protection authority (LDI NRW). This means that there is no need to sign a separate data protection agreement with start of this contract.

But when CONTRACTOR’s system is integrated and data get transferred from and to Customer’s my Talent World, the need for a Controller-to-Processor agreement and other adjustments to the data protection regulations stipulated here might apply.

1. In the event of any contravention, the CUSTOMER may terminate the contractual relationship without notice. The CONTRACTOR shall also reimburse the CUSTOMER for any loss or damage incurred as a result of the violation. This includes compensation paid to the CUSTOMER's employees and reimbursement of expenses incurred in commissioning another company.

**23. Scientology clause**

1. The CONTRACTOR will implement reasonable measures to make sure

* that neither he nor employees of his company including cooperation partners, in any way use or work with techniques developed by L. Ron Hubbard or similar techniques,
* that neither he nor his employees are or have been trained in the techniques of L. Ron Hubbard or similar techniques and do not attend and have not attended training courses on such techniques,
* that he, his employees and cooperation partners reject the techniques of L. Ron Hubbard or similar techniques for managing a company in all forms of use and publication and
* that neither he nor his employees or cooperation partners use processes or methods that may jeopardize or impair the mental integrity or free self-determination of individuals.

1. A breach of the aforementioned guarantee by CONTRACTOR constitutes a serious reason which entitles CUSTOMER to terminate this Framework Agreement and pending individual orders without notice out of serious reason.

**24. Duration, Termination**

1. This Framework Agreement shall enter into force on 01/04/2021 and remain in force for an indefinite period.
2. This Framework Agreement may be terminated by each Party with a notice period of 3 months at the end of a calendar month, and at the earliest on 31/12/2022.
3. Individual agreements placed or concluded with the CONTRACTOR under this Framework Agreement up to the time of termination shall be unaffected. The CONTRACTOR shall fulfill them in accordance with the agreed prices and terms.
4. The notice of termination of the CONTRACTOR regarding the Framework Agreement must be sent exclusively to Deutsche Post AG, SSC Procurement, Moltkestr.14, 53173 Bonn, Germany.
5. Notice of termination of call orders/individual contracts under the Framework Agreement by the CONTRACTOR should be sent exclusively to the office placing the order.
6. Premature termination:

In addition to the statutory provisions and Section 13 of the AEB of Deutsche Post AG, the CUSTOMER may terminate the Framework Agreement and/or the individual contracts without notice, if

* the CONTRACTOR acts in a manner contrary to the fundamental provisions of the Agreement and no change ensues even after a written warning - if reasonable and practicable - from the CUSTOMER;
* the CONTRACTOR and, where applicable, his sub-CONTRACTORs assign employees to perform the Agreement who are not in possession of the required work permits; or
* the financial situation of the CONTRACTOR becomes considerably worse after signing of the Agreement; or
* a judicial execution against CONTRACTOR has failed; or
* insolvency proceedings are initiated in relation to the CONTRACTOR's assets or a petition to initiate such proceedings is rejected due to lack of assets; or
* the majority of CONTRACTOR's business is sold.

1. Notice of termination must be given in writing.

**25. Integral Parts of the Framework Agreement**

1. Upon conclusion of the Framework Agreement, the Framework Agreement shall consist of the following parts in the order indicated below:
2. This contractual document;
3. Price Agreement “Standard Software”, “Standard Training” (**ANNEX 1a, 1b, 1c**);   
   an Skill Level Matrix for (HR-Consultancy / Inhouse Training),  
   including travel and incidental costs
4. Service Description “Standard Software” and “Standard Training) (**ANNEX 2a, 2b**);
5. Service Level Agreement (**ANNEX 3**);
6. Supplier countries, regions (**ANNEX 4)**;
7. DPDHL **O**rganizational **H**ealth and **S**afety regulations (**ANNEX 5);**
8. AEB of Deutsche Post AG, dated October 01, 2016 (**ANNEX 6**);
9. Supplier Code of Conduct in the version 2016.4 (**ANNEX 7);**
10. DPDHL Information-Security-Policy (**ANNEX 8**);
11. DPDHL Information-Security-Control-Standards (**ANNEX 9**);
12. CONTRACTOR‘s Client Information Letter and Letter (**ANNEX 10a, 10b**)  
    of Landesbeauftragte für Datenschutz und Informationsfreiheit NRW
13. In case of conflicts between the conditions of this Agreement document and one of its Annexes the conditions of this Agreement document shall prevail. In case of conflicts between the conditions of one Annex and another Annex, the conditions of the Annex which is at a higher level shall prevail.
14. If not explicitly agreed upon in this Framework Agreement, CONTRACTOR’s General Terms and Conditions (*Allgemeine Geschäftsbedingungen*) shall not form part of the Framework Agreement, even where CUSTOMER does not explicitly object to them during the conclusion of individual agreements.

**26. Assignment/Offsetting**

1. Unless specifically stated otherwise in this Framework Agreement, none of the rights, interests or obligations of either Party may be assigned or transferred without the prior written consent of the other Party, which may not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void.
2. Notwithstanding this provision, the CUSTOMER may transfer the Agreement without the consent of the CONTRACTOR to Group companies of the CUSTOMER, or to a successor company following a merger or similar transaction.

If the CUSTOMER outsources corporate divisions/units to a third party, the CUSTOMER may name this third party as a representative or proxy in connection with the contractual services, particularly for orders, monitoring of order fulfillment, acceptance of services, training, reporting, billing procedures and other operational activities as part of day-to-day cooperation and also disclose to this third party the contractual terms and conditions for this purpose.

In addition to this, the CUSTOMER is entitled to transfer this Agreement or the individual contracts concluded under it at any time in part or whole to this third party (outsourcing company) without the requirement of the CONTRACTOR’s consent.

**27. DPDHL Guidelines & Policies**

The CONTRACTOR warrants compliance with the relevant DPDHL Guidelines & Policies when rendering the service, in particular these are:

* Supplier Code of Conduct,
* DPDHL Organizational Health and Safety regulations (OHS)
* DPDHL IT Security Standards, incl. the Information Security Control Standards:

1. The Contractor shall comply with the rules set out in the Customer’s current IT Security Guidelines (**ANNEX 8**), to draw the attention of any vicarious agents entrusted with the performance of the contractual services to this obligation, and to make them aware of the then current IT Security.
2. The Customer reserves the right to instruct any vicarious agents entrusted with the performance of the contractual services to observe the security rules.

**28. Export Control and Sanctions**

1. CONTRACTOR shall ensure compliance with all applicable export control and sanctions laws and regulations (”Laws and Regulations”).

In particular CONTRACTOR will make every effort that

* neither CONTRACTOR nor his holding company, agents, vendors and/or other thirds directly contracted by CONTRACTOR for the delivery of goods, technology and services (“Services”) under this Agreement are listed on an applicable sanctions list as a denied party;
* he has obtained all necessary permits and licenses required for the delivery of Services under this Agreement to its destination and the use of the Services in the contract territory;
* he has informed CUSTOMER and/or will inform CUSTOMER promptly as far as the Services are and/or become subject to applicable export/re-export restrictions.

1. CONTRACTOR shall provide CUSTOMER with all information, including permits and licenses, required by applicable Laws and Regulations in order to allow CUSTOMER and CUSTOMER’s clients the lawful and contractually agreed use of the Services in the contract territory.
2. In case of a breach of the obligations set forth in this Section, CONTRACTOR shall indemnify and hold CUSTOMER harmless from any claims, penalties and fees that arise or result from a breach.

**29. Duty of care and representation**

1. The CONTRACTOR is obliged to implement the services professionally with due care, expertly and in accordance with the Agreement. The CUSTOMER ensures that the contractual services comply (i) with the contractual specifications and (ii) with the current state-of-the-art, in particular the pertinent legal provisions, norms and the regulations of authorities, employers' liability insurers, trade associations and organizations for standardization.
2. CONTRACTOR shall act independently. CUSTOMER must not be obligated to third parties during the performance of the Framework Agreement. CONTRACTOR shall not be authorized to present itself to third parties as a representative or agent of CUSTOMER. CONTRACTOR shall indemnify CUSTOMER against all claims that may nevertheless arise in the case of conduct in breach of the Framework Agreement in accordance with the principles of apparent authority.

**30. Miscellaneous**

1. Even if individual contractual provisions are invalid, this Framework Agreement as a whole shall remain effective. The invalid provision shall be replaced with one that meets as closely as possible the original intent of the Parties.
2. Changes, additions and other side agreements to this Agreement must be in the written form or by the usage of simple electronic signature (SES) procedures; this also applies to any waiver of the requirement for the written form itself. Neither Party may invoke any actual practice contrary to the Agreement where this difference has not been specified in writing.

The parties consider any electronic transmission via the CUSTOMERs electronic order system to be in compliance with this requirement for the written form, but a declaration or communication by e-mail shall not constitute the written form.

1. The Parties agree that the contractually agreed written form requirement shall be deemed fulfilled by electronic transmission via the electronic ordering system.
2. This Agreement and all individual contracts closed hereunder shall be subject to German law, to the exclusion of the Act concerning the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The place of jurisdiction for any and all disputes arising from this Agreement is Bonn, Germany.
4. This Framework Agreement covers any and all agreements made between CUSTOMER and CONTRACTOR as regards the subject matter of this Framework Agreement. Except as expressly provided herein, neither Party shall be legally bound by oral or written statements or correspondence dating prior to the signing of this Framework Agreement.
5. This global Framework Agreement shall replace the all existing Single Agreements between CUSTOMER and CONTRACTOR or one of CONTRACTOR's affiliates, which is herewith terminated in mutual agreement.
6. The contracting language is English and all correspondence shall be written in English. Any interpretation of English or German terms under this Contract shall be construed in accordance with German law not taking into account any English or other foreign law concepts.
7. Sections 362 and 377 of the German Commercial Code (*Handelsgesetzbuch* - HGB) shall not apply.

**31. Contacts**

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| For the CUSTOMER: | For the CONTRACTOR: | |
| Contact  for commercial queries:  **Klemens Neumann** Phone: +49 (0) 228 182 - 53076 E-Mail: klemens.neumann@dpdhl.com | | Contact  for commercial queries:  **Whitney Walthall** Phone: +49 (0) 160 9134 1975 E-Mail.: Whitney.Walthall@learnship.com |
| Contact for content queries:  **Beatriz de la Iglesias** Phone: +49 (0) 2 28 / 182- 69926 E-Mail: Beatriz.De.La.Iglesia@dpdhl.com | | Contact for content queries:  **Whitney Walthall** Phone: +49 (0) 160 9134 1975 E-Mail.: Whitney.Walthall@learnship.com |

**32. Signatures**

|  |  |  |
| --- | --- | --- |
| For the CUSTOMER: | For the CONTRACTOR: | |
| Bonn,  Deutsche Post AG Headquarter  Group Talent & HR Platform Mgmt (553)        Name: Meredith Taghi  Position: Vice President | | Cologne,  Learnship Networks          Name:  Position: |
| Bonn,  SSC Procurement        Name: Klemens Neumann  Position: Senior Sourcing Manager  HR-Services | | Cologne,          Name:  Position: |