**Frame Purchase Agreement  
for Training Services**

hereinafter referred to as the “**Agreement**”

[Learnship contract ID: KV-00204]

between

**L**e**arnship Networks GmbH**

Stolberger Str. 374

50933 Cologne

hereinafter referred to as “**Supplier**” or "**Learnship**"

and

**OSRAM GmbH**

Marcel-Breuer-Straße 6

80807 München

hereinafter referred to as “**Customer**” or "**Client**"

Supplier and Customer are also hereinafter collectively referred to as “**Parties**” or individually referred to as **“Party**”.

# Subject Matter of this Agreement

Subject matter of this Agreement is to specify the general conditions, which shall govern all purchases of products *“services and work service” (“****Service(s)****”)*] by Customer from Supplier. *“The specific conditions for the Services and the commercial conditions are agreed in* ***Annex 3****.”*

Each sale and purchase under this Agreement will exclusively be initiated by a purchase order issued by Customer to Supplier. Within three (3) working days following the receipt of a purchase order, Supplier shall issue a confirmation which accepts or rejects the purchase order, provided that Supplier shall make best efforts to accept purchase orders placed by Customer. Each placed purchase order shall on be understand by both Parties as an obligation to pay the mentioned amount. The minimum amount per purchase order is 5.000 EURO (five thousand Euro). Customer agrees and acknowledges that payment obligations for ordered Services are not cancellable; already made payments are not refundable. Within each purchase order, the Customer is free of his choice in accordance with ***Annex 3***, to select Services. Each purchase order and the Services selected or to be selected in connection with it can be used in accordance with the specifications and usage period set forth in **Annex 3**.

The individual purchase agreement formed by Customer’s purchase order and Supplier’s corresponding confirmation (“**Individual Purchase Agreement**”) will be executed according to the terms and conditions of this Agreement, even if not explicitly mentioned in Customer’s purchase order or in Supplier’s confirmation. Should the terms and conditions of this Agreement (including its Annexes) and the terms of the Individual Purchase Agreement be inconsistent with each other, the stipulations of this Agreement shall prevail, unless the Individual Purchase Agreement deviates with explicit reference to the deviating section of this Agreement.

All purchases shall be governed by the “Customer Purchase and Order Conditions” attached as **Annex 1**, if not otherwise specified in Article 2. In case of a conflict between the Customer Purchase and Order Conditions attached as **Annex 1** and this Agreement, the terms and conditions of this Agreement, and in particular the terms of **Annex 3** regarding **Transferability**, **Cancellation, Availability**, **Trainer Selection, etc.** and the conditions of **Annex 3**, shall prevail. For any other conflicts, ANNEX 1 shall prevail. Any other general terms and as well as other pre-printed provisions on documents of either Party shall not apply to this Agreement or any Individual Purchase Agreements, even if there is no express objection to such general terms and conditions by the other Party.

“The Parties agree that Customer and its Affiliates (as defined below) shall be entitled to conclude Individual Purchase Agreements under this Agreement. The term “**Affiliates**” as used in this Agreement mean in case of Customer, all entities controlled by, controlling or under common control with Customer, and in case of Supplier all entities which are controlled by Supplier, in both cases whether directly or through one or more intermediaries for the term such control continues. The terms "control", "controlled", "controlling" mean ownership of securities representing fifty percent (50 %) or more of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights.”

# Terms deviating from the Purchase and Order Conditions and Additional Terms

In addition and/or in deviation of the terms and conditions of **Annex 1**, the following shall apply:

## Topic 1 to change/add

1. The payment term is the first working day of the month following sixty (60) days after the expiry of a period of sixty (60) days, after ordering the Services and receipt of the proper invoice indicating OSRAM’s order number.

## Topic 2 to change/add

1. Customer acknowledges and agrees that no works or work services (Werkleistungen) are provided and that there is no "acceptance" of works or of the Services by Customer. All Services are provided "as is" without warranties of any kind. In particular, Supplier does not warrant that the operation of the Services or access to Supplier's learning platform(s) will be uninterrupted or error-free. Customer acknowledges and agrees that the Services may be subject to limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. Supplier uses qualified trainers for the provision of the (trainer-led) Services, however, Supplier does not take any liability for the quality of the single training, which is not accessible for an objective evaluation, and does not guarantee any learning success. Customer agrees that the Services are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Supplier regarding future functionality or features of the Services.
2. Each Party shall keep any confidential or proprietary information received by the other Party (“Confidential Information”) confidential. After termination or expiration of this Agreement the receiving Party shall return the Confidential Information to the disclosing Party or shall destroy the Confidential Information, except for those documents and data sets necessary to maintain proper business records or created as part of a routine backup. Upon request, the receiving Party shall certify to the disclosing Party in writing that the Confidential Information has been destroyed.   
   The aforementioned confidentiality obligation shall not apply to information that (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) 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.   
   The aforementioned ﻿confidentiality obligation shall survive the term of this Agreement and shall automatically expire three (3) years after termination or expiration of this Agreement.
3. The Parties agree that Part II of **Annex 1** (Particular Regulations for Contracts on the Delivery of Goods) shall not apply.
4. Clause 6 of Part III of **Annex 1** shall be deleted in its entirety. Instead, the Parties agree on the following:  
   The Services may include technology and content protected by patent, copyright and/or trademark laws, which have been licensed by Supplier from third party suppliers in full or in part. All ownership and rights in the Services shall remain with Learnship and its suppliers. Supplier grants to the user / subscriber a non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the Individual Purchase Agreement, to use the Supplier's learning platform(s) and the provided training materials for the training sessions, for wrap-up of the training sessions or for controlling the training progress. Use rights exceeding the aforementioned 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 prior written consent of Supplier. Customer and its users shall not amend, lease, lend, sell or market the provided software, content or materials.
5. Supplier shall only be liable for damages caused by Supplier or its agents by willful or gross negligent misconduct. The liability for normal negligence shall be limited to breach of a material obligation of this Agreement. In such case the liability shall be limited to the typically foreseeable damages. 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.

# Code of Conduct for Suppliers

Supplier shall comply with all obligations of the “Code of Conduct for Suppliers” attached as **Annex 2**. All rights and duties stated therein shall also apply with respect to this Agreement and any Individual Purchase Agreement concluded hereunder.

# Term and Termination

## This Agreement shall enter into force on 31.10.2021 and shall continue in effect until 30.09.2023.

Thereafter, this Agreement shall automatically expire, unless the Parties explicitly agree in writing on the renewal of this Agreement.

## At any time during the term of this Agreement, if there is a default by one Party, the non-defaulting Party may, subject to a thirty (30) days prior default notice, terminate this Agreement, or at its option, suspend performance of its obligations hereunder, unless the defaulting Party cures the default within thirty (30) days after receipt of the default notice.

## Termination or expiration of this Agreement shall not affect any Individual Purchase Agreement between Customer and Supplier concluded prior to such termination or expiration. Upon termination of this Agreement, the Parties shall cooperate in completing performance of all outstanding Individual Purchase Agreements. Each Party’s right to terminate any Individual Purchase Agreement for good reason shall remain unaffected.

# Assignment

## Except for the right of Supplier to assign its right to payment, any Party shall neither assign its rights nor delegate performance of its obligations under this Agreement to any third person, without the prior written consent of other Party, and any attempted assignment without this consent shall be void. 5.1 does not apply to the usage of freelance trainers and IT providers, which Supplier may use as subcontractors for the provision of the Services without the prior approval of Customer. For clarification: The Service provision itself will not be assigned or delegated by Supplier to another company. Supplier will only use the aforementioned subcontractors for certain parts of the Services and shall at any time be fully responsible for the actions of its subcontractors according to the terms of this Agreement.

## However, Customer may, without the consent of Supplier, while remaining entitled and obligated under this Agreement, assign and transfer the same rights and obligations under this Agreement to a successor in business or an acquirer of all or a substantial part of the business (whether by way of a share deal, asset deal or otherwise) to which this Agreement pertains (novation). Customer shall inform Supplier in writing of such assignment. The Parties shall continue to bear all of their rights and obligations originating under this Agreement up and until the assignment.

## Form Requirements

## Amendments, additions or side agreements to this Agreement shall be made in writing or by e-signature (i.e. by DocuSign, AdobeSign or a similar software); text form (e.g. via e-mail) shall not be sufficient. The aforementioned form requirement shall also apply to the cancellation or modification of this form requirement.

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| **Learnship Networks GmbH** | | | |
| Name: | Thomas Engelbertz | Name: |  |
| Position: | CEO | Position: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **OSRAM GmbH** | | | |
| Name: |  | Name: |  |
| Position: |  | Position: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

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# Annex 1

**Purchase and Order Conditions**

# Annex 2

**Code of Conduct for Suppliers**

**Annex3**

**Price List**

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| --- | --- | --- | --- | --- |
| **#** | **Product** | **Product Descprition** | **Duration**  **= Period of Use / Number of Sessions** | **Price per User / Course**  **(net)** |
| **1** | ***learnship Solo ENGLISH***  ***incl. TwT 1x per week*** | Access to Solo, digital self-paced learning, our award-winning curriculum that includes 11 levels (CEFR A1 to C1), allowing learners to progress from beginner to expert. • Unlimited access to a range of practical business tools: email templates, culture notes, industry feed, market leader series, business situations, TOEIC & TOEFL preparation, vocabulary center, stress and intonation, sounds of English, grammar center, writing center, accents & dialects • License to our mobile app available on Apple Store and Google Play. Learnship Reach is our micro-learning, mission-based app for skills development, such as negotiation, team management, and business meetings + Talk with the Teacher (TwT/ Online group lessons) allows learners to apply their new skills in conversation. Users can join a 60 minutes virtual group to practice with speaking specialists. + Writing Practice allows learners to submit assignments to a trainer for review. Every project is graded, corrected and marked upwith style suggestions and feedback. | **12 months** | **180 €** |
| **1a** | ***learnship Solo ENGLISH***  ***incl. TwT unlimited*** | See #1 | **12 months** | **230 €** |
| **2** | ***learnship Solo GERMAN***  ***incl. TwT 1x per week*** | • Access to Solo, digital self-paced learning, our award-winning curriculum that covers CEFR A1 to C1, allowing learners to progress from beginner to expert. • Available from October 2021 | **12 months** | **200 €** |
| **3** | ***sprint BUSINESS ENGLISH  + BUSINESS GERMAN*** | • Learnship Sprint is our next-generation solution for rapid employee learning. Learners can rapidly advance through Common European Framework (CEF) levels, with no compromise on the quality of training. • Our flipped classroom model blends self-paced e-learning with virtual face- to-face training and mobile assignments. This integrated approach means we can accelerate the learning process and reduce costs without impacting the learning experience. • Develop your English skills via an 11 sessions (1/4 CEFR) or 22 sessions(1/2 CEFR) program • German available from October 2021 | **11 Sessions** | **727 €** |
| **3a** | ***sprint BUSINESS ENGLISH  + BUSINESS GERMAN*** | See #3 | **22 Sessions** | **1.398 €** |
| **4** | ***sprint BUSINESS SKILLS ENGLISH***  ***incl. 1 Skill*** | • Learnship Sprint is our next-generation solution for rapid employee learning. Learners can pick up new skills in just five weeks with no compromise on the quality of training. • Our flipped classroom model blends self-paced e-learning with virtual face- to-face training and mobile assignments. This integrated approach means we can accelerate the learning process and reduce costs without impacting the learning experience. • Develop your English skills in Business Presentations, Business Writing,Business Negotiations, Participating in Meetings, Working in Remote Teams, or Remote Networking with less than 2 hours study a week for 5 weeks. | **4 months,**  **5 Sessions**  **(1 Session = 30 min.)** | **375 €** |
| **4a** | ***sprint BUSINESS SKILLS ENGLISH***  ***incl. 2 Skills*** | See 4 | **6 months,**  **10 Session**  **(1 Session = 30 min.)** | **697 €** |
| **4b** | ***sprint BUSINESS SKILLS ENGLISH***  ***incl. 4 Skills*** | See 4 | **12 months,**  **20 Sessions**  **(1 Session = 30 min.)** | **1.290 €** |
| **5** | ***learnship ELEVATE 1:1 classes ENG / FRA / GER / ESP / IT / POR*** | • Learnship Elevate is our flagship trainer-led solution for online business language learning delivered through our proprietary, purpose-built Virtual Classroom.  • Our trainer-led business language course helps learners improve their written and verbal skills against a standardized framework | **Private Course (online)**  **18 Sessions**  **(1 Session = 60 min.)** | **1.100 €** |
| **5a** | ***learnship ELEVATE 1:1 classes ENG / FRA / GER / ESP / IT / POR*** | See 5 | **Private Course (online)**  **20 Sessions**  **(1 Session = 60 min.)** | **1.200 €** |
| **5b** | ***learnship ELEVATE 1:1 classes ENG / FRA / GER / ESP / IT / POR*** | See #5 | **Private Course (online)**  **36 Sessions**  **(1 Session = 60 min.)** | **2.100 €** |
| **6** | ***learnship ELEVATE 1:1 classes CHINA / JAP / KOR NOR / ARAB / NED*** | • Learnship Elevate is our flagship trainer-led solution for online business language learning delivered through our proprietary, purpose-built Virtual Classroom. • Our trainer-led business language course helps learners improve their written and verbal skills against a standardized framework | **Private Course (online)**  **20 Sessions**  **(1 Session = 60 min.)** | **1.150 €** |
| **6a** | ***learnship ELEVATE 1:1 classes CHINA / JAP / KOR NOR / ARAB / NED*** | See #6 | **Private Course (online)**  **45 Sessions**  **(1 Session = 60 min.)** | **2.500 €** |
| **7** | ***learnship COACH ENG / GER***  ***(Language Coach)*** | • Learnship Coach accelerates the learning process through personalized one-on-one executive coaching in business language skills. It’s perfect for people looking to fine tune their skills or prepare for a specific highstakes engagement. • Our hyper-specific executive language coaching helps you master the most important business scenarios. Develop your verbal, written, meeting and personal communication skills. | **Private Course (online)**  **10 Sessions**  **(1 Session = 60 min.)** | **860 €** |
| **7a** | ***learnship COACH ENG / GER***  ***(= Language Coach)*** | See #7 | **Private Course (online)**  **20 Sessions**  **(1 Session = 60 min.)** | **1.560 €** |
| **8** | ***learnship baseline (step + auto) English*** | • 52-minute online test designed to evaluate an individual’s ability to understand and use English in global business contexts. • Baseline Step+ Auto evaluates Speaking (7 min, scored by AI), Grammar (15 min), Listening (15 min) and Reading (15 min) | **30 days** | **15 €** |

**Service Details**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **DIGITAL/BLENDED** | | | | | | | |
| **Service Description** | | | | | | | |
|  | **ONE** | **Dash-board + News Feed** | **Talk with the Teacher Classes (TwT) -  1x per week** | **Talk with the Teacher Classes (TwT) -  un-limited** | **Business Writing Feedback (BWF)** | **Learning Specialist** | **1:1 Sessions** |
| **Solo** | **✓** | **✓** | **+** | **+** | **+** |  |  |
| **Solo Learning Specialist** | **✓** | **✓** | **✓** | **+** | **✓** | **✓** |  |
| **Sprint**  **Business Skills** | **✓** | **✓** | **+** | **+** | **+** |  | **✓** |
| **Sprint**  **Levels Progress (= Sprint Business English / German)** |  | **✓** |  |  |  |  | **✓** |
| **Solo Conversation Practice** | **✓** | **✓** | **✓** | **+** | **✓** | **✓** | **✓** |
| ***Features marked above with a "+" indicate features that can be added to certain Services based on Client need, mutually agreed to between Learnship and the Client.*** | | | | | | | |

"ONE" means the Learnship GlobalEnglish SaaS-based Business English training and support platform.

"Dashboard" means a management and reporting application that includes on-demand reporting and management tools for Client’s Business English development program.

"News Feed" provides language learning exercises automatically generated from the latest daily news articles through machine learning and artificial intelligence. This feature may not be accessible by Users in some countries.

“Talk with the Teacher” (TwT) means live, virtual group classes, of up to 60 minutes duration, with a native speaking English teacher, 24x7.

“Business Writing Feedback" means a feature enabling Subscribers with access to ONE to receive written feedback from a Learnship GlobalEnglish trainer on their writing practice activity at the end of each assignment in ONE. The trainer will provide feedback within 48 hours of the initial posting (excluding weekends, Pacific Standard Time). Subscribers must complete 100% of the applicable assignment prior to requesting feedback to a submission and will limit all submissions to no more than 1,000 characters.

"Learning Specialist” The Learning Specialist provides guidance and personal encouragement with the goal to improve the learner's engagement and help them to make the most of their program. Users can also reach out to their Learning Specialist at any time, through chat or email. The Learning Specialist will proactively report on their activities and highlight if any learner becomes unresponsive. Each Subscriber will have the option to engage in an ongoing dialogue with their Learning Specialist throughout the lifecycle of their course, subject to each learner's activities. In the “Getting Started” steps, Subscribers will be able to add their landline, mobile phone number and Skype ID to their contact information and to confirm what their preferred method of contact would be.

“1:1 Sessions” means Live 1-on-1 English language coaching with a certified native English teacher. Sessions may be re-scheduled for another date provided that the total number of re-scheduled sessions may not exceed 50% of the total number of sessions in the Statement of Work. Sessions may only be re-scheduled upon a minimum of six (6) hours advance notice from Client to Learnship. Upon receipt of Subscriber contact information from Client, Learnship will initiate e-mail or phone contact with each Subscriber to assist with completing the on-boarding process. 1:1 Sessions may only be accessed when used together with a valid subscription providing access to ONE.

30 MINUTES = 25 MINUTES COACHING AND 5 MIN. CONNECTION AND REPORTING TIME.

60 MINUTES = 50 MINUTES COACHING AND 10 MIN. CONNECTION AND REPORTING TIME.

"Sprint Business Skills" Blended skills focused program combines integrated learning across our digital platform, mobile app, and premium online, face-to-face language learning with a dedicated trainer. During the course of the subscription, Subscribers not completing the required onboarding steps or not attending their sessions will be contacted by one of our team members. Contact will be made through email and/or outbound calls. Subscribers will be asked to add their landline and/or mobile phone number and/or Skype ID to their contact information and confirm their preferred method of contact.

"Sprint Levels Progress" Next generation blended learning program for rapid employee learning. The program is designed to help employees develop their Business English fluency in just two hours per week. It combines e-learning pre-work and trainer-led 1:1 sessions in a consistent, progressive course. Learners of all abilities are assessed against the CEF framework and provided with the materials they need to improve.

“Baseline STEP” means Standard Test of English for Professionals. A 30-minute online test that assesses English listening and reading. Complete test results will be provided to Subscriber upon completion.

“Baseline STEP+” means Standard Test of English for Professionals. A 52-minute online test that assesses English grammar, listening, reading and speaking. Complete test results will be provided to Subscriber within forty-eight (48) hours of test completion excluding holidays and weekends (Pacific Standard Time).

"Baseline STEP+ AUTO" means Standard Test of English for professionals. A 52-minute online test that assesses English grammar, listening, reading, and speaking. Subscribers receive completed test results in near real-time.

**Additional Terms**

**Transferability.**

Subscriptions may not be transferred from one Subscriber to another once activated, except as follows:

Solo - Access transfer is allowed only when an employee leaves Client’s employment. Such subscriptions, when reassigned, shall be valid until the last day of the remaining Period of Use or the Service Expiration Date, whichever comes first, and said transfers will only take place no more than one time total per each subscription.

Solo Learning Specialist and Solo Conversation Practice - Access transfer is allowed only when an employee leaves Client’s employment, provided that (i) there are more than three (3) months Period of Use remaining on each subscription, and (ii) said transfers will only take place no more than one time total per each subscription. Any Solo Conversation Practice Transferee Subscriber will be able to consume the remaining sessions (i.e. unused) in the remaining Period of Use. These transferred subscriptions shall be valid for the remaining Period of Use or Service Access Period, whichever is less. For the avoidance of doubt, once transferred to a new Subscriber, such subscription may not be transferred again.

Assessment subscriptions (Baseline STEP, Baseline STEP+, Baseline STEP+ AUTO) may not be transferred from one Subscriber to another once activated.

Sprint Business Skills - Transfer of the Subscription is allowed only one time per subscription and only when an employee leaves the Client’s employment. Skill(s) will be transferred to the extent not yet selected by the departing employee/User and provided there is adequate remaining Period of Use on the subscription (see below). Once a Skill is selected and the pre-work has been started, regardless of its completion, that Skill cannot be transferred. Any transferee Subscriber will be able to consume the Skill(s) not selected by the departing employee during the remaining Period of Use. Such subscriptions, when reassigned, shall be valid until the last day of the remaining Period of Use or the Service Expiration Date, whichever comes first. "Adequate remaining Period of Use" means for the transfer of one (1) Skill – three (3) months remaining Period of Use; two (2) Skills – five (5) months remaining Period of Use; three (3) Skills – seven (7) months remaining Period of Use; four (4) Skills – nine (9) months remaining Period of Use.

Sprint Levels Progress - Transfer of the subscription is allowed only one time per subscription and only when an employee leaves the Customer’s employment, provided that the placement test has not been taken, pre-work has not been started and that there is adequate remaining Period of Use on the subscription (see below). Any transferee Subscriber will be able to consume the remaining sessions (i.e. unused) in the remaining Period of Use. Such subscriptions, when reassigned, shall be valid until the last day of the remaining Period of Use or the Service Expiration Date, whichever comes first. “Adequate remaining Period of Use” means a minimum of three (3) months for a quarter level and 5.5 months for a half level subscription.

**Cancellation.** The booking of a self-learning package enables to immediate use of the Services. The Services are therefore not cancellable.

**Time Availability.** All Subscriptions shall expire no later than the last day of the Period of Use or the Service Expiration Date, whichever date occurs first, regardless of when Services are activated. To benefit from the full Period of Use, Subscriptions must be activated by the recommended Enrollment End Date. Subscriptions activated after the recommended Enrollment End Date will have a reduced Period of Use.

**Trainer Selection (Blended Products).** Learnship shall be responsible for the selection of the trainer. If a specific trainer is not available at the booked time, Learnship will provide an equally qualified alternative trainer without prior consultation. If the provision of an equally qualified substitute trainer is not possible due to reasons beyond Learnship’s control (e.g. force majeure), Learnship will cancel the training session and credit the respective training session to the User account. Learnship shall at any time be entitled to permanently exchange a trainer during a course.

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| **TRAINER-LED** |
| **Service Description**  **Levels-based Language Training | Skills-based Language Training | Language Coaching | Relocation Language Training | Intercultural Training / Coaching** |

Learnship provides Face-to-Face Online business training services by selected business trainers (employees, freelancers/subcontractors) as individual or group course.

Online Training: The training will take place synchronously via a virtual classroom on the internet. The User is trained in a live training session. The audio connection takes place ideally via the virtual classroom (VoIP) or a direct telephone line on a fixed or mobile line. Furthermore, Learnship provides access for all Users during their training course via the Learnship Platform to additional training material for post-processing and training progress. The Client shall bear the connection costs.

Onsite Training: Onsite training is provided by selected trainers. Client shall provide the necessary professional training infrastructure on its premises at no additional cost. This shall include the necessary training equipment (flip chart, paper, pens, beamer, etc.), and other measures that can reasonably be expected for a professional training environment. Client shall take care of all necessary access authorization (e.g. visitor pass). Travel expenses of the trainer and the Participants, if necessary, shall be borne by Client.

Training Sessions may be scheduled by the User via the Learnship Platform.

**Elevate Levels Progress** - Standard Business Language Training tailored to an individual’s language level and goals. A dedicated trainer will practice relevant forms of communication needed. CEFR level-based training.

**Language Coach (= Learnship Coach)** - Language Coaching (English) is designed for those who regularly conduct business with native speakers. Coaching develops professional communicative competence in a range of professional situations.

**Elevate Business Skills** - Short, standardized training modules designed to accelerate learning in specific skills such as business presentations, negotiations, or team leadership or to help your employees quickly understand the particular language and communication styles of your industry or profession.

**Evolve Relocation Language** - The relocation program is developed with country-specific relocation experts to help your employees and their families develop a deeper understanding of the language, culture, business, and social environments of their new country.

**Evolve Power Skills/ Culture Change/ Culture Focus** und **Culture Coach** - A modular online, face-to-face intercultural training and global business program based on world-renowned theories, to help your employees develop the cultural and soft skill business intelligence they need to succeed in global business.

**Additional Terms**

**Transferability.** Any assignment of training sessions to another User is in general not permitted. An exception is applicable if the original User has not yet begun with the first training session or has passed only up to 10% of the respective course. In this case, any assignment will only be permitted one time. Training sessions may only be transferred as part of a course package, within the same course type and/or language to Users of the same Customer, maintaining the session length.

**Trainer Selection.** Learnship shall be responsible for the selection of the trainer. If a specific trainer is not available at the booked time, Learnship will provide an equally qualified alternative trainer without prior consultation. If the provision of an equally qualified substitute trainer is not possible due to reasons beyond Learnship’s control (e.g. force majeure), Learnship will cancel the training session and credit the respective training session to the User account. Learnship shall at any time be entitled to permanently exchange a trainer during a course.

**Cancellation and Postponement.** The cancellation or rescheduling of a training session must be generally made online via the Learnship Platform, and within the below-mentioned timeframes. Any other way of cancellation or rescheduling shall be excluded. If the User does cancel or reschedule a training session properly within the mentioned timeframe, the training session will be re-credited to the User's training account and the User may book such training session again via the Learnship Platform. If the User does not cancel or reschedule a booked training session properly within the mentioned timeframe or does not participate in a booked training session, such training session will be deemed a missed training session and the account of the booked training sessions will be charged with the missed training session. Missed training sessions shall not be refunded.

Elevate Levels Progress, Elevate Business Skills, Language Coach, Evolve Relocation Language:

Any online training session may be cancelled or rescheduled by the User up to six (6) hours before session start without charge.

If not agreed otherwise between the Parties on a case-by-case basis, any onsite training session may be cancelled or rescheduled by the User on business days up to twenty-four (24) hours before session start without charge.

Evolve Power Skills/ Culture Change/ Culture Focus, Culture Coach:

All training services are dependent on trainers’ availability and location accessibility.

Any training session may be cancelled or rescheduled according to the schedule below. The cancellation can be made via Learnship's Customer Support.

Online-Training:

Cancellation: > 4 weeks before session start = 0% cost per session; 2-4 weeks before session start = 50% cost per session; < 2 weeks before session start = 100% cost per session.

Rescheduling\*: > 1 week before session start = 0% cost per session; < 1 week before session start = 100% cost per session.

*\* Rescheduling is only possible under the condition that the session is rescheduled within three (3) months; otherwise the session is deemed cancelled and shall be charged in full.*

Onsite Training:

Cancellation: > 4 weeks before session start = 0% cost per session; 2-4 weeks before session start = 50% cost per session; < 2 weeks before session start = 100% cost per session.

Rescheduling\*: > 2 weeks before session start = 0% cost per session; < 2 weeks before session start = 100% cost per session.

*\* Rescheduling is only possible under the condition that the session is rescheduled within three (3) months; otherwise the session is deemed cancelled and shall be charged in full.*

**Change of Telephone Number.** The User may change the provided telephone number for an individual training online via the Learnship Platform up to fifteen (15) minutes before the training session starts. Later changes of the telephone number cannot be considered. If a trainer cannot reach the User under the provided telephone number at the beginning of the booked training session, the training session is deemed a missed training session.

**Time Availability.** Training sessions of a booked course, which have not been made use of, shall expire latest twenty-four (24) months after the order or by Service Expiration Date specified in the Statement of Work, respectively.

**Terms of Use.** The use of the Learnship Platform shall be subject to the Terms of Use of Learnship, located at <https://www.learnship.com/de/nutzungsbedingungen>, which may be amended by Learnship from time to time.

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| **DIGITAL/BLENDED & TRAINER-LED** |

**DIGITAL/BLENDED & TRAINER-LED**

**Technical Requirements.** The minimum technical requirements for the Learnship Global English platform(s) are specified in a separate document, which will be made available to Client upon request, and which may be modified by Learnship due to technology changes from time to time. Client is responsible that the technical requirements for the access to the Services on User side will exist. This includes in particular the applied hardware and the operating software of the User computer, the connection to the internet, the firewall settings (if any) and the actual browser software.

**Sustained Support & Quality Control.** Learnship aims to provide sustained support to Client and its Users and may contact Client and its Users on a regular basis via telephone and e-mail. This provides a basis for personalized and individualized training plans and enables regular communication with regard to training process and progress of the User. As long as Learnship does not receive contrary information by Client or its Users, Learnship assumes that Client and all of its registered Users consent to such regular support. Also, Learnship sends out questionnaires for quality control on a sporadic basis via e-mail or web form to the Users. There is no obligation to participate in such questionnaires.



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