PRODUCT SPECIFIC TERMS FOR LEARNING

(E-Learning, Classroom, and Blended)

Version: 2.0
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1. INTERPRETATION

1.1. Unless otherwise defined herein, capitalised terms used in this Agreement shall have the respective meaning ascribed to each term in the "Glossary of Legal Terms" located at https://mintra.com/legal.

1.2. The following Product Specific Terms on the offering of Courses and their Delivery Formats and Methods (E-Learning, Classroom, Blended and Nano Learning) (hereinafter referred to as "**PST: Learning**" or "**PST**") shall be read in conjunction with the General Terms and Conditions and the documents referred to therein (hereinafter "**GTC**") and the applicable product-specific terms regulating use of the Applications, and anything else agreed by the Parties in writing, and collectively shall form an integral part of the Agreement with the Customer in relation to the provision of the Products and Services offered by Mintra (the "**Agreement**").

2. DEFINITIONS:

2.1. For the purposes of these PST the following terms shall have the following meaning:

"**Agreement**": Has the meaning defined in sub-section 1.2

"**Application(s)**": Refers to Mintra's applications used for the purchase, delivery and use of the Products and Services by the Customer and End-User.

"**Blended Training**": Has the meaning defined in sub-section 5.5.

"**Certification Feature**": Has the meaning defined in sub-section 5.2.1.

"**Classroom Training**": Has the meaning defined in sub-section 5.3.

"**Courses**": Has the meaning defined in sub-section 4.2.

"**Customer Courses**": Has the meaning defined in section 4.2.2.

"**Delivery Formats and Methods**": Refers to the delivery formats and methods of the Courses as specified in section 5

"**E-Learning Training**": Has the meaning defined in sub-section 5.2.

"**Instructor**": An individual authorised by Training Provider to deliver the Classroom and (relevant part of) Blended Courses.

"**Mintra Courses**": Has the meaning defined in section 4.2.1.

"**Products and Services**": Refers to the Courses and the Delivery Formats and Methods.

"**Testing Feature**": Has the meaning defined in sub-section 5.2.1.

"**Third-Party Courses**": Has the meaning defined in section 4.2.3.

"**Third-Party Services**": Refers to any content of a third party, including software, data, information, products and services, which is licensed to Mintra and which may be included in the Applications for purchase and/or use by the Customers and/or End-Users, subject to applicable third-party terms and conditions.

"**Training Feature**": Has the meaning defined in sub-section 5.2.1.

"**Training Provider**": A third-party training-provider authorised by Mintra, pursuant to and in accordance with a cooperation agreement, to deliver the Courses, through Instructors or otherwise. Training Provider is not a party to the agreement between Mintra and Customer.

3. SCOPE:

3.1. These PST set out the product-specific terms and conditions regulating the purchase and use of Products and Services.

4. PRODUCTS AND SERVICES

4.1. Products and Services regulated with these PST consist of the Courses made available to Customer and/or End-User for purchase and/or use in accordance with the respective Delivery Formats and Methods.

4.2. The following Products and Services, made available for purchase and use, are categorized as follows (hereinafter collectively referred to as "**Courses**"):

4.2.1. Mintra Courses: Courses developed by Mintra and are available for purchase and use in the Applications.

4.2.2. Customer Courses: Courses developed by the Customer, either independently or through the Features available in the Applications, as further described in these PST, and which are either made available for Customer's internal business use of for purchase and/or use in the Application by third-parties in accordance with the provisions of a separate agreement entered into between the Parties.

4.2.3. Third-Party Courses: Courses that are developed by third parties and are made available to the Customers and/or End-Users for purchase and use, respectively, in the Application. Third parties are not a party to the agreement between Mintra and Customer.

5. PRODUCT AND SERVICE DELIVERY FORMATS AND METHODS

5.1. This section lists and details the formats and methods through which selected Courses may be delivered to Customer and/or End-User. Available Delivery Formats and Methods for specific Courses are identified in the License Model or the Course description or the Product Data Sheet.

5.2. E-Learning Training:

5.2.1. E-Learning Training refers to the online learning service and the Courses offered electronically via the Application. E-Learning Training offers End-Users the capability to watch such Courses online and, where available, virtually control the corresponding software through the Application's virtual networking computing feature (the "**Training Feature**").

Upon completion of the Training Feature for a specific Course, the End-User may be tested via the Application (the "**Testing Feature**"). For each successful test attempt of an End-User, Mintra or Customer may generate and issue a certificate through the Application (the "**Certification Feature**"). Unless otherwise agreed, Mintra provides End-Users with access to the relevant E-Learning Course by logging in to the Application.

5.2.2. Notwithstanding anything stated in this Agreement to the contrary, Courses offered through E-Learning Training are not allowed to be used by third parties, transferred to third parties, copied or in any other way disposed of or transferred beyond what is specifically provided in these PST.

5.3. Classroom Training:

5.3.1. Classroom Training is the training delivered in a physical classroom by an Instructor. The Customer can use the Application as an online booking system of this service in accordance with the applicable Product-Specific Terms regulating use of the respective Application. The contents of the Courses are in accordance with the relevant Course description or Product Data Sheet; or, in accordance with any other requirements, specifications, descriptions or marketing material provided by the Training Provider for the relevant course or training.

5.3.2. Classroom trainings are arranged at an agreed time and location with the Customer. Mintra however reserves the right to cancel or reschedule a Classroom Training if there is a justified basis for doing so.

5.3.3. Features:

5.3.3.1. Assignment of Classroom Training Courses to specific End-Users by Customers.

5.3.3.2. Status of Classroom Training can be viewed by Customers via the Application.

5.3.3.3. Instructors are given access to the Application to confirm the attendance of each End-User and the successful completion of a Classroom Training. Failure of End-User to attend a Classroom Training is marked by the Instructor as "No-Show".

5.4. Blended Training:

5.4.1. Blended Training offers a combination of E-Learning Training and Classroom Training, as detailed in section 5.2 and 5.3 of these PST respectively, for specific Courses. Customer books and manages Blended Training through the

6. LICENSE

6.1. Mintra License:

6.1.1. Mintra grants Customer a perpetual, non-transferable, non-sublicensable, temporary, and revocable license to use the Products and Services and the Delivery Formats and Methods in accordance with the relevant provisions of the GTC under the section titled "License".

6.2. Customer License:

6.2.1. Customer holds and retains the copyright to Customer's Courses specified in section 4.2.2. Furthermore, Customer grants Mintra a license to host the Customer Courses in the Application for the provision of the Products and Services regulated with these PST.

6.3. Third Party License:

6.3.1. Mintra holds all relevant licenses to the Third-Party Services and Third-Party Courses required to offer the relevant Products and Services and Third-Party Courses to Customer and/or End-User.

6.3.2. The Products and Services may contain links to third party external websites. Mintra has no control over the content and availability of these sites and inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed therein. Mintra is not responsible for the privacy policies operated by such sites and does not accept responsibility for any information obtained by third parties as a result of the use of such hypertext links by Customer and/or End-Users. Mintra is not responsible, directly or indirectly, for any damage or loss caused by the use of or reliance on the content of such sites.

7. FEES AND PAYMENT

7.1. Unless otherwise stated in these PST or otherwise agreed in a separate agreement in writing between the Parties:

7.1.1. The available License Models and Fees for each Product and Service offered are listed in the Product Data Sheet and/or in the product description in the relevant Application facilitating the purchase of the Products and Services.

7.1.2. The Payment Terms, as specified in the GTC under the provision titled "Fees and Payment", shall apply.

7.2. Cancellation of Courses:

7.2.1. The following applies for cancellations of Courses purchased by Customer for delivery via E-Learning Training:

7.2.1.1. Customer can cancel a Course if the Course has not been used or commenced; and the permitted period for cancellation, specified in the Product Data Sheet for each Product and Service or, where such period is not specified, 14 days from enrolment to the Product and Service, has not lapsed. For the avoidance of doubt, cancellation of participation by Customer or End-User is not discounted or refunded, and Customer is required to pay the full price for each purchased Course, if the cancellation is made after the relevant cancellation period or the Course has been used or commenced.

7.2.2. The following applies for cancellations of Courses purchased by Customer for delivery via Classroom Training and Blended Training:

7.2.2.1. Customer can cancel a Course if the Course has not been used or commenced; and the permitted period for cancellation, specified in the Product Data Sheet for each Product and Service or, where such period is not specified, 14 days from enrolment to the Product and Service, has not lapsed. For the avoidance of doubt, cancellation of participation by Customer or End-User is not discounted or refunded, and Customer is required to pay the full price for each purchased Course, if the cancellation is made after the relevant cancellation period or the Course has been used or commenced.

7.2.2.2. Customer can make changes to the participants up to one day prior to the commencement of each

Course without incurring any additional charges.

7.2.2.3. Subject to the presentation of a legitimate medical certificate, cancellation of participation due to the incapacity of the End-User to attend due to illness, shall cause cancellation of the Fee payable for the respective Course.

7.2.2.4. If Mintra cancels any Course after payment for the Fee is received by Customer, Mintra will refund the paid amounts within 14 days following the notice of cancellation.

7.2.2.5. If a Course is rescheduled, for whatever reason, and End-User is unable to participate nor can he be replaced by another End-User, Mintra will refund the paid amounts within 14 days following such notice of rescheduling.

7.3. Price adjustments:
All prices are regulated annually on January 1st in line with the consumer price index supplied by the Central Statistics Bureau of Norway (SSB). Other price adjustments may be applied as a result of significant changes to functionality or usage patterns.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Mintra's Courses, mentioned in section 4.2.1, are the Intellectual Property of Mintra and are regulated in accordance with the provisions of the GTC under section titled "Intellectual Property Rights".

8.2. Customer's Courses, mentioned in section 4.2.2, are the Intellectual Property of the Customer and are further regulated in accordance with a separate agreement in writing between the Parties or with the applicable product-specific terms.

8.3. Third-party Courses, mentioned in section 4.2.3, are the Intellectual Property of the respective third party.

8.4. Material developed by Training Providers for Classroom Trainings, which are not derivative material of the Intellectual Property of Mintra, are the Intellectual Property of Training Providers. Any derivative material of the Intellectual Property of Mintra, are the Intellectual Property of Mintra the use of which is licensed to Training Providers in accordance with a written agreement.

9. LIABILITY

9.1. Subject to the provisions of the GTC under section titled "Liability", Mintra cannot be held liable to Customer, End-Users, or third parties for any decisions made by Customer or Customer Admins or End-Users relying on the content of the Courses.

9.2. The liability of Mintra for the Products and Services purchased pursuant to these PST shall be limited to the amount paid for each Product and Service.

10. DATA PROTECTION

10.1. In addition to the applicable provisions of the GTC under the section titled "Data Protection" and the provisions of any DPA entered into by the Parties, the remaining provisions of this section shall apply with regards to the protection of personal data processed for the purposes of the provision of the Products and Services pursuant to these PST.

10.2. During the use of the Products and Services mentioned in these PST, Customer has full control over the upload, deletion, sharing and other processing of personal data. Customer is responsible for the legality, reliability, integrity, accuracy and quality of the personal data inserted for the use of the Services.

10.3. Customer acts as controller of the personal data, during the use of the Products and Services mentioned in these PST and Mintra acts as data processor of such personal data.

10.4. E-Learning Training: The information collected will be used for the purposes of internal record keeping, general e-learning course administration, to collate and analyse results, to obtain feedback from users and to produce reports for the subscribing licensee organisation

10.5. Classroom Training: As a result of the nature of these Products and Services, Mintra participation in processing personal data is limited to hosting Classroom Sessions initiated by the Customer.

11. TERM AND TERMINATION

11.1. Unless otherwise stated in the Product Data Sheet or the Course description, or unless otherwise agreed between the Parties in writing, the applicable provisions of the GTC under sections titled "Term" and "Termination" shall apply.

11.2. In addition to the applicable provisions of the GTC under the section titled "Termination", and with reference to sub-section 5.3.3.3 of these PST, Mintra reserves the right to terminate the Agreement where a significant number of End-Users repeatedly and without reasonable ground are marked as "No-Show" in the agreed Classroom Training and Blended Training.

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