

# Terms & Conditions

Learningbank's Terms & Conditions govern the Customer's purchase and use of Learningbank's Products and Professional Services.

## 1. Introduction

- 1.1. These terms and conditions ("Terms & Conditions") set out the terms applicable to the Customer's purchase and use of Learningbank's Products and Professional Services.
- 1.2. Unless otherwise expressly agreed in writing, these Terms & Conditions apply to all Products and Professional Services purchased by the Customer from Learningbank.
- 1.3. In the event of any ambiguity or inconsistency, these Terms & Conditions shall prevail.

## 2. Definitions

For the purpose of these General Terms, the following definitions apply:

- 2.1. Agreement means the agreement entered into between Learningbank and the Customer for the Customer's purchase of Products and Professional Services.
- 2.2. Products means the Platform, Learningstore, add-ons and AI functionality.
- 2.3. Platform means the digital learning platform made available by Learningbank to the Customer under the Agreement.
- 2.4. Learningstore is a subscription to standard e-learning content made available through Learningbank's Learningstore.
- 2.5. Professional Services means consulting services, onboarding, implementation assistance, workshops, training, service-based integrations, and development of bespoke content delivered against a one-time fee.
- 2.6. Bespoke content means custom-developed learning content produced specifically for the Customer as part of Professional Services.
- 2.7. Integration(s) means the connection of the Platform with one or more external systems of the Customer.
- 2.8. GDPR means Regulation (EU) 2016/679.

### 3. Agreement Structure and Order of Precedence

- 3.1. The Agreement consists of the signed contract, these Terms & Conditions, the Subscription Terms, the Professional Services Terms, and Learningbank's Data Processing Agreement (DPA).
- 3.2. The Data Processing Agreement forms part of the Agreement and governs Learningbank's processing of personal data on behalf of the Customer.
- 3.3. If there is any conflict between these Terms & Conditions and any other part of the Agreement, the more specific terms shall apply.

### 4. Changes to the Agreement

- 4.1. Learningbank may make additions to and changes to the Terms & Conditions and Data Processing Agreement. Any such changes will be notified by email no later than thirty (30) days before they take effect to the Customer's designated Platform Owner, being the user with the highest level of administrative access in the Platform, or such other contact notified to Learningbank.
- 4.2. If the Customer does not wish to accept the changes, the Customer must notify Learningbank in writing within fourteen (14) calendar days of receipt of the notification. If the Customer does not object within this period, the changes shall be deemed accepted and will take effect as notified.

### 5. Payment & Invoicing

- 5.1. Upon signing the Agreement, Learningbank will invoice the Customer in accordance with the agreed payment terms. The Customer is responsible for providing accurate billing information, including invoice email address and contact person, at the time of entering into the Agreement and must notify Learningbank of any changes to such information without undue delay.
- 5.2. The Customer will receive an invoice for subscription fees before the beginning of the applicable subscription period, unless otherwise agreed in writing.
- 5.3. Invoices for one-time services, including Professional Services and bespoke content, are issued in accordance with the Agreement.
- 5.4. In the event of delayed invoicing, including due to system, administrative, or technical reasons, Learningbank reserves the right to issue the invoice after the renewal date. Such delay does not affect the Customer's payment obligation.
- 5.5. All prices are stated exclusive of VAT. VAT and any other applicable taxes shall be added in accordance with applicable law and paid by the Customer.
- 5.6. Fees may be adjusted in accordance with the applicable Subscription Terms or Professional Services Terms.

- 5.7. In the event of non-payment, Learningbank may issue a written payment reminder. Interest accrues on overdue amounts in accordance with applicable Danish law.
- 5.8. Late payment may result in suspension of access to the Products and/or Professional Services. If the Customer fails to pay the full amount within 10 days after receiving such notice, Learningbank reserves the right to suspend the Customer's access to any or all Products and Professional Services until full payment is received. Suspension does not release the Customer from its obligation to pay fees accrued under the Agreement.
- 5.9. The Customer is liable for reasonable costs incurred by Learningbank in connection with the collection of overdue payments.
- 5.10. Where agreed, the Customer shall reimburse Learningbank for reasonable travel and related expenses incurred in connection with the performance of Professional Services.

## **6. Confidentiality**

- 6.1. Both parties must keep the content of the Agreement confidential. Confidentiality of the Agreement is in force for the term of the Agreement.
- 6.2. Unless otherwise instructed in writing by the Customer, Learningbank may refer to its cooperation with the Customer for general marketing purposes. Thus, Learningbank is entitled to include logotypes and similar, on its website, in general presentations and in brochures.

## **7. Warranties and Disclaimers**

- 7.1. It is the Customer's own responsibility to choose the Products and Professional Services that meet the Customer's specific needs.
- 7.2. The Customer acknowledges that the Products, including the Platform, Learningstore, add-ons, and AI functionality, may contain errors or defects that do not materially affect their overall functionality or intended use. Such errors or defects do not constitute a breach of the Agreement and do not entitle the Customer to claim damages, a price reduction, or other remedies.
- 7.3. Learningbank continuously updates and improves the Platform and other subscription-based Products. The Customer acknowledges that such updates may result in changes to the Customer's use of the products and that Learningbank is not obligated to maintain previous versions or functionality beyond what is agreed.
- 7.4. Learningbank does not operate, control, or take responsibility for third-party systems or services selected or used by the Customer and connected via Integrations. Learningbank does not warrant the availability, functionality, or content of such third-party systems or services and does not imply any endorsement or association with them.

- 7.5. The Customer acknowledges that Professional Services and any deliverables provided as part thereof, including bespoke content and service-based Integrations, may contain errors or defects. Such errors or defects do not constitute a breach of the Agreement and do not entitle the Customer to claim damages, a price reduction, or other remedies.
- 7.6. Learningbank does not warrant that the Professional Services or any related deliverables will be error-free. Learningbank's sole obligation is to perform the Professional Services in material accordance with the agreed scope of the Agreement.

## 8. Limitation of Liability

- 8.1. The Parties are liable for damages under the general rules of Danish law within the limits of the Agreement and these General Terms.
- 8.2. Learningbank is not liable for any indirect loss, including loss of anticipated earnings, loss of data, or damage to data or data records, incurred by the Customer as a result of or in connection with the Customer's use of the Products and Professional Services, including integrations and related third-party software or services. Nor is Learningbank liable for any fines imposed on the Customer.
- 8.3. For the avoidance of doubt, Learningbank may be liable for direct loss, subject always to the limitations set out in this section. If, notwithstanding clause 8.2, Learningbank is ordered to pay damages or compensation to the Customer, Learningbank's total liability is limited to the amount actually paid by the Customer for the Products and Professional Services during the twelve (12) months preceding the event giving rise to the claim.
- 8.4. Learningbank is not liable for any loss or damage attributable to the Customer's own connection, IT equipment, systems, browsers, programs, or other third-party software or services.
- 8.5. The limitations of liability set out above shall not apply to damages caused by Learningbank's gross negligence or intentional acts.

## 9. Indemnities

- 9.1. The Customer shall defend, indemnify, and hold harmless Learningbank from and against any liabilities, damages, losses, costs, fees (including reasonable legal fees), and expenses arising out of or in connection with:
- (a) the Customer's misuse of an Integration; or
  - (b) the Customer's breach of these Terms & Conditions or the terms of a third-party provider in connection with an Integration.
- 9.2. This indemnity applies only to the extent such claims arise from circumstances attributable to the Customer and does not apply to matters caused by Learningbank's breach of the Agreement or applicable law.

## 10. Force Majeure

- 10.1. Learningbank shall not be liable for any failure or delay in the performance of its obligations under the Agreement where such failure or delay is caused by circumstances beyond Learningbank's reasonable control and which could not reasonably have been foreseen at the time of entering into the Agreement.
- 10.2. Such circumstances include, but are not limited to, natural disasters, war, terrorism, epidemics, pandemics, strikes, lockouts, labour disputes, power outages, failures of telecommunications or internet services, breakdown of infrastructure, restrictions imposed by public authorities, and other similar events.

## 11. Assignment and Subcontracting

- 11.1. Learningbank may transfer or assign its rights and obligations under the Agreement to a third party, provided that such transfer does not materially and adversely affect the Customer's rights under the Agreement.
- 11.2. The Customer may not transfer or assign the Agreement, or any rights or obligations arising from it, to a third party without Learningbank's prior written consent.
- 11.3. Learningbank is entitled to use subcontractors and cooperative partners in the performance of its obligations under the Agreement. Learningbank remains responsible for the performance of its obligations in accordance with the Agreement.

## 12. Governing Law and Dispute Resolution

- 12.1. The Agreement shall be governed by and construed in accordance with Danish law, without regard to its conflict of law rules.
- 12.2. In the event of any dispute arising out of or in connection with the Agreement, the parties shall first seek to resolve the dispute amicably and in good faith through dialogue.
- 12.3. If the dispute cannot be resolved through good faith discussions, any dispute, controversy, or claim arising out of or in connection with the Agreement, including disputes regarding its existence, validity, or termination, shall be submitted to the exclusive jurisdiction of the Copenhagen City Court (Københavns Byret) as the agreed venue.

## Subscription Terms

These Subscription Terms govern the Customer's subscription to Learningbank's subscription-based products, including but not limited to, the Learningbank Platform, Learningstore, and any add-ons, including AI functionality, as specified in the Agreement.

### 13. Product Subscription Scope

- 13.1. The subscription grants the Customer a non-exclusive right to use the Products included in the subscription during the subscription term, subject to the Agreement.
- 13.2. The subscription is limited to the specific Products, modules, add-ons, Learningstore, and functionalities expressly included in the Agreement or applicable Order Form.
- 13.3. Any Products, including but not limited to modules, add-ons, or the Learningstore, not expressly included in the subscription are outside the scope of the subscription and require a separate agreement or additional fees.
- 13.4. The Customer may purchase additional modules and/or add-ons and may subscribe to the Learningstore during the subscription term. Any such additional modules, add-ons, or Learningstore subscriptions shall form part of the subscription from the agreed effective date and shall be subject to the Agreement and these Subscription Terms.

### 14. Product Subscription and Delivery

- 14.1. Learningbank grants the Customer a non-exclusive, non-transferable, and non-perpetual subscription to access and use the products during the subscription term, subject to the Agreement. Delivery is deemed to have taken place when the Customer is granted access to the relevant Products.
- 14.2. The subscription entitles the Customer to use the versions of the Products made available by Learningbank during the subscription term. The Customer must accept all updates and changes released by Learningbank.
- 14.3. The Customer is entitled to use the products included in the subscription as agreed in the Agreement. Learningbank may continuously develop and improve the Products and may introduce new products or changes over time. Any access beyond the agreed subscription scope shall require a separate agreement or additional fees. Learningbank is committed to maintaining the core functionality of the products throughout the subscription term.
- 14.4. The Platform only supports the most recent operating systems, devices, and browsers. The Customer may request information from Learningbank regarding supported environments at any time. Changes in third-party software, operating systems, or browsers may affect the Customer's use of the products.

14.5. If, at the Customer's request, the Platform is made available on a domain controlled by the Customer, the Customer authorises Learningbank to obtain and manage SSL certificates covering such domain for the purpose of operating the Platform. The Customer warrants that it holds all necessary rights to the domain name. This authorisation is limited to the term of the Agreement. Learningbank is not required to provide the Customer with encryption keys used for SSL implementation purposes.

## **15. Platform Availability and Operation**

15.1. Learningbank aims to ensure a high level of availability of the Platform and targets an uptime of 99.8%, excluding scheduled maintenance communicated in advance.

15.2. Learningbank performs continuous monitoring of the Platform on a 24/7/365 basis. Learningbank will give prior notice of any planned major maintenance windows.

15.3. Learningbank may temporarily limit or restrict access to the Platform without prior notice where necessary for operational or security reasons. Such restrictions shall not be considered downtime. Learningbank will make reasonable efforts to notify the Customer in advance where practicable.

15.4. The Platform is updated and improved on an ongoing basis. Such updates may result in changes to the Customer's use of the Platform.

## **16. Support**

16.1. The Customer must appoint a Platform Owner with overall responsibility for the use of the Platform. The Platform Owner may act as Platform administrator, or the Customer may appoint one or more administrators. At least one of these roles must at all times be held by a person trained by Learningbank. The Platform Owner is the Customer's primary point of contact for support, and all support requests must be submitted through the Platform Owner or a trained administrator.

16.2. If the Platform Owner or an administrator leaves the Customer's organisation or is otherwise unable to perform the role, the Customer must ensure that at least one trained replacement is appointed without undue delay. Training of a new Platform Owner or administrator may be subject to a separate fee in accordance with Learningbank's then-current price list, unless otherwise agreed in writing.

16.3. Platform Owners may automatically receive operational communications from Learningbank relating to the Platform, including service updates, product information, billing, and support-related notifications.

16.4. If the Customer requires support beyond what is described in this Section, a separate support or service agreement must be entered into with Learningbank.

16.5. Learningbank's employees involved in operating and supporting the Platform are trained in accordance with Learningbank's IT security policies and are bound by confidentiality obligations under their employment agreements.

16.6. If the Customer reports errors, defects, or issues with the Products, Learningbank will respond to the Customer's inquiry and use reasonable efforts to resolve the issue or provide a suitable workaround, provided that the issue relates to the product(s) intended use. Any support beyond this requires a separate written agreement.

## **17. Learningstore Subscription**

*This Section applies where the Customer subscribes to the product: Learningstore.*

17.1. Any customisations, edits, or modifications made by the Customer to the content of the Learningstore are made at the Customer's own responsibility. Learningbank is not responsible for maintaining, reapplying, or preserving such customisations in connection with updates, replacements, or modifications.

17.2. Learningstore is provided as standard content and is editable for the Customer. Any customer-specific adaptations, rewrites, or bespoke content must be ordered separately as a Professional Service.

17.3. Upon termination or expiry of the subscription to Learningstore, all rights to use the content, including any Customer-made customisations or modifications, end. Learningbank does not warrant or guarantee any specific learning outcomes, business results, or compliance outcomes resulting from the Customer's use of Learningstore.

17.4. Where Learningstore is delivered in standard e-learning formats (including Tin Can API, SCORM 2004, SCORM 1.2, and AICC), the Customer is responsible for ensuring that the Learningstore content can run in the Customer's learning environment and has been encouraged to verify this before entering into the Agreement.

## **18. AI Functionality**

18.1. Where the Customer's subscription includes AI-based functionality, such functionality forms part of the subscription and may be available across the Platform and subscribed modules.

18.2. Learningbank's AI functionality is provided using third-party technology, including the Azure OpenAI Service operated by Microsoft.

18.3. Prompts (inputs) and completions (outputs) processed through Learningbank's AI functionality are treated as confidential and:

- (a) are not accessible to other customers;
- (b) are not accessible to OpenAI;
- (c) are not used to train, retrain, or improve OpenAI or other foundational AI models; and
- (d) are not used to improve any third-party products or services.

- 18.4. Learningbank processes data used in connection with AI functionality in accordance with the Agreement and the Data Processing Agreement.
- 18.5. The Customer acknowledges that AI functionality is based on automated processing and may generate outputs that are incomplete or inaccurate. The Customer remains responsible for reviewing and validating AI-generated outputs before relying on them.
- 18.6. Learningbank does not warrant or guarantee the accuracy, completeness, or suitability of AI-generated outputs for any specific purpose.

## **19. Renewal and Pricing at Renewal**

- 19.1. Subscription fees are charged for the agreed subscription term and are payable in advance for each subscription period.
- 19.2. During the subscription term, Learningbank is entitled to adjust the Fees annually in line with the year-on-year increase of the Consumer Price Index (Harmonised Index of Consumer Prices (HICP) published by Eurostat), based on the most recently published October index available at the time of invoicing, plus up to three percent (3%).
- 19.3. Upon renewal of the subscription, the subscription fees will be based on Learningbank's then-current pricing and products applicable at the time of renewal, unless otherwise expressly agreed in writing.
- 19.4. Any discounts granted apply only to the specific subscription term for which they are agreed and do not apply to renewal terms.
- 19.5. Where subscription fees are based on the number of users, units, or similar metrics, Learningbank may adjust the subscription fees if such numbers increase. Any such adjustment takes effect from the date the increase occurs and may apply retroactively. Once adjusted, the updated user count or scope applies for the remainder of the subscription term and for subsequent renewal terms. The Customer may request a downgrade with three (3) months' notice to take effect at the end of the applicable subscription term.

## **20. Term, Renewal and Termination**

- 20.1. The Agreement is entered into for a minimum term of one (1) year, unless otherwise expressly agreed in writing between the parties.
- 20.2. Unless the Agreement is terminated in accordance with this Section, it will automatically be renewed for successive one (1) year periods.
- 20.3. Either party may terminate this Agreement by providing written notice of termination at least three (3) months prior to the expiration of the effective end date. If such notice is not provided, the Agreement shall automatically renew for the next term.
- 20.4. Notices of termination must be sent to [cancellation@learningbank.io](mailto:cancellation@learningbank.io).

- 20.5. Either party may terminate the Agreement with immediate effect in accordance with the general rules of Danish law in the event of the other party's material breach of the Agreement, provided that such breach has not been remedied within a reasonable cure period where applicable.
- 20.6. Upon termination or expiry of the Agreement, the Customer's right to use the Products and Professional Services ceases with effect from the termination date.
- 20.7. Following termination of the Agreement, Learningbank will erase the Customer's platform. After the platform has been erased, Learningbank will retain a backup for a period of thirty (30) days, after which all remaining data will be permanently deleted, unless otherwise required by law.
- 20.8. Termination or expiry of the Agreement does not release the Customer from its obligation to pay any fees accrued prior to the effective date of termination.

## **21. Authorised Users and Access**

- 21.1. The Customer is responsible for the use of the subscription and for ensuring that access to the subscription is limited to the Customer's employees and other persons authorised by the Customer in accordance with the Agreement.
- 21.2. The Customer is responsible for ensuring that login credentials are handled appropriately and used only by the persons to whom they are assigned.
- 21.3. The Customer is responsible for activities carried out through the Customer's user accounts in connection with the use of the subscription.

## **22. Use Restrictions**

- 22.1. The subscription may be used solely for the Customer's internal business purposes.
- 22.2. The Customer may not copy, modify, decompile, reverse engineer, or otherwise attempt to derive the source code or underlying structure of the Product(s), except as permitted by mandatory law.

## **23. Intellectual Property Rights**

- 23.1. All intellectual property rights in the Products, including any related materials, remain with Learningbank or its licensors.
- 23.2. The Customer retains ownership of its own data and content uploaded to the Platform.
- 23.3. The Customer grants Learningbank a right to process such data as necessary to provide the subscription in accordance with the Agreement.

## **24. Customer Data and Security Responsibilities**

- 24.1. Learningbank processes personal data in accordance with the Data Processing Agreement.

24.2. The Customer is responsible for ensuring that its use of the subscription complies with applicable data protection laws, including GDPR.

The Customer is responsible for implementing appropriate internal security measures, including user access controls.

# Professional Service Terms

These Professional Services Terms apply to services delivered by Learningbank against a one-time service fee, including onboarding, implementation assistance, workshops, training, advisory services, development of bespoke content, and service-based Integrations, as specified in the Agreement.

## 25. Scope of Professional Services

25.1. Professional Services do not include access to the Platform, Learningstore Content, or other subscription-based Products, which are governed exclusively by the Subscription Terms.

## 26. Description of Services

26.1. The scope, deliverables, timelines, assumptions, and any dependencies applicable to the Professional Services are described in the Agreement or applicable order documentation.

26.2. Professional Services may include onboarding or implementation services, workshops or advisory services, development of bespoke content, and Integration services delivered as a service-based project.

26.3. Any services, activities, or deliverables not expressly included in the Agreement are outside the scope of the Professional Services and require a separate written agreement or additional fees.

## 27. Delivery and Commencement

27.1. If no delivery date or timeline for the Professional Services is stated in the Agreement, the parties shall agree on a delivery schedule in writing before commencement.

27.2. Delivery of Professional Services is deemed to have taken place when the agreed deliverables have been delivered to the Customer or, where no tangible deliverables are defined, when the Professional Services have been performed in accordance with the Agreement.

27.3. Delivery is also deemed to have taken place if the Customer begins using the delivered materials, outcomes, or results of the Professional Services.

27.4. Learningbank may postpone delivery of the Professional Services where such postponement does not cause material inconvenience to the Customer or where delivery is delayed due to circumstances attributable to the Customer, including failure to provide required input, access, or approvals. Such postponement does not affect the Customer's payment obligation.

27.5. Professional Services must commence within twelve (12) months from the agreed commencement date stated in the Agreement. If commencement is delayed beyond this period due to circumstances attributable to the Customer and no alternative agreement is made, Learningbank may consider the Professional Services lapsed without refund.

## 28. Customer Responsibilities

- 28.1. The Customer shall provide Learningbank with timely access to relevant systems, information, materials, and personnel reasonably required for Learningbank to perform the Professional Services.
- 28.2. The Customer is responsible for ensuring that decisions, feedback, approvals, and other required input are provided without undue delay.
- 28.3. Delays, additional work, or changes to the scope of the Professional Services caused by the Customer may result in adjustments to delivery timelines and, where applicable, additional fees in accordance with the Agreement.
- 28.4. Learningbank is not responsible for delays or deficiencies in the performance of the Professional Services caused by the Customer's failure to fulfil its responsibilities under this Section.

## **29. Acceptance and Inspection**

- 29.1. The Customer shall inspect any deliverables provided as part of the Professional Services without undue delay and no later than ten (10) working days after delivery.
- 29.2. Any errors, defects, or deficiencies must be notified to Learningbank in writing within the inspection period. Failure to notify within this period constitutes acceptance of the delivered Professional Services or deliverables.
- 29.3. Professional Services that do not result in a tangible or deliverable output, including onboarding, training, workshops, advisory services, or implementation assistance, are deemed accepted when the service has been performed in accordance with the Agreement.
- 29.4. Where valid defects are notified within the inspection period, Learningbank may, at its discretion and within the agreed scope of the Professional Services, remedy such defects or provide a reasonable workaround.
- 29.5. Learningbank is not obliged to remedy defects or deficiencies arising from use outside the agreed scope, Customer-provided data or instructions, or third-party systems or software.

## **30. Integration Services (Service-Based)**

- 30.1. Where Integration services are delivered by Learningbank as part of Professional Services, the scope, assumptions, and technical requirements of the Integration must be agreed in writing in the Agreement.
- 30.2. Delivery of an Integration is deemed to have taken place when the agreed data sources are connected and the relevant data fields are mapped and functioning in accordance with the agreed scope.
- 30.3. Learningbank is responsible only for the Integration work performed within the agreed scope and does not operate, control, or assume responsibility for any third-party systems, software, or services connected via the Integration.

- 30.4. Learningbank does not warrant the availability, functionality, security, or content of any third-party system or service connected via an Integration, and any issues relating to such third-party systems must be addressed directly with the relevant third party.
- 30.5. If the Integration work exceeds the agreed scope, including due to changes in Customer requirements, third-party system behaviour, or data structures, Learningbank may propose additional work and associated fees, which shall be subject to the Customer's written acceptance before commencement.
- 30.6. Where required to deliver the Integration, the Customer instructs and authorises Learningbank to transfer relevant data to third parties in accordance with applicable data protection laws and the Data Processing Agreement.
- 30.7. Professional Services relating to Integrations include delivery of the Integration as agreed at the time of delivery. Ongoing maintenance, monitoring, updates, or adjustments to the Integration after delivery - including changes required due to modifications in third-party systems, APIs, data structures, or customer requirements - are not included unless expressly agreed in writing. Any such work requires a separate agreement and may be subject to additional fees.

### **31. Invoicing and Expenses**

- 31.1. Fees for Professional Services are invoiced in accordance with the Agreement or applicable order documentation. Payment terms, VAT, and consequences of late payment are governed exclusively by Section 5 (Fees, Invoicing and Payment) of the General Terms.
- 31.2. Unless otherwise expressly agreed in writing, fees for Professional Services may be invoiced upon commencement of the Professional Services or in accordance with agreed milestones.
- 31.3. Any postponement or delay of Professional Services caused by the Customer does not affect Learningbank's right to invoice fees already incurred or agreed in accordance with the Agreement.

### **32. Intellectual Property Rights in Deliverables**

- 32.1. The Customer retains ownership of final bespoke content developed specifically for the Customer as part of the Professional Services.
- 32.2. Learningbank retains the right to use the know-how gained in connection with the performance of the Professional Services and may refer to the delivered work for marketing purposes, provided that the Customer is not identified by name unless otherwise agreed in writing.
- 32.3. Upon request, the Customer may receive exported assets used in connection with the bespoke content. This right does not extend to source files, authoring files, editable project files, or source code.

### **33. Support and Updates**

- 33.1. Professional Services do not include ongoing support, maintenance, or updates unless expressly agreed in writing.
- 33.2. Any support, maintenance, remedial action, or updates related to Professional Services, including bespoke content or service-based Integrations, require a separate written agreement between the parties.
- 33.3. The Customer acknowledges that changes to third-party software, systems, browsers, or operating environments may affect the continued use of deliverables provided as part of the Professional Services. Learningbank is not obligated to update or adapt such deliverables unless otherwise agreed in writing.

#### **34. Use of Subcontractors**

- 34.1. Learningbank may use subcontractors or cooperative partners in the performance of the Professional Services.
- 34.2. Learningbank remains responsible for the delivery of the Professional Services in accordance with the Agreement.