

SUPPLEMENTAL APPRENTICESHIP TERMS

Introduction

These Supplemental Apprenticeship Terms (“Apprenticeship Terms”) set forth the general requirements, responsibilities, and program framework governing all apprenticeship-related Quotes and managed services provided by **Interplay Learning, Inc.** (“Interplay Learning” or “IPL”). They are designed to ensure consistency across all apprenticeship programs, define the obligations of both Interplay Learning and participating Customers, and maintain alignment with federal and state apprenticeship standards.

These Apprenticeship Terms apply in conjunction with the **Interplay Learning Terms and Conditions**, available at www.interplaylearning.com/terms/, and together they govern all apprenticeship-related purchases, renewals, and expansions unless and until replaced by a fully executed Master Services Agreement (“MSA”). In the event of a conflict, the Quote controls, followed by these Apprenticeship Terms, then the Interplay Terms & Conditions.

1. Definitions

Related Training Instruction (RTI): Structured technical coursework delivered through Interplay Learning’s Platform subscription that provides the classroom or technical component required under federal and state apprenticeship standards.

On-the-Job Training (OJT): Supervised, hands-on work experience completed at the Customer’s workplace and tracked toward program completion requirements.

Expansion Cohort: A new group of apprentices added under an existing Apprenticeship Program. Each Expansion Cohort carries its own independent term and does not co-terminate with other cohorts.

Seat-Based Licensing: Interplay Subscription Plan licenses are issued per learner seat. Each apprentice must have an active license throughout participation.

2. Company Sponsored Apprenticeship Services

The company is the Registered Sponsor of the program and owns the program with the U.S. Department of Labor (“DOL”) or State Apprenticeship Agency (“SAA”). Interplay operates as admin for the program.

2.1 Interplay Learning Obligations

Interplay Learning will:

- (a) Enable RTI through the Interplay Learning platform;
- (b) Recommend supplementary materials (procured at Customer’s discretion);
- (c) Design and register the program to align with federal and state apprenticeship standards;
- (d) Register apprentices in DOL RAPIDS and applicable state systems;
- (e) Provide onboarding for instructors and apprentices;

- (f) Deliver training on apprenticeship operations, employer policies, and RTI methodology;
- (g) Track and upload OJT hours;
- (h) Coordinate compliance, disciplinary updates, and completions; and
- (i) Issue completion certificates upon verification of all program requirements.

IPL will perform these activities in good faith and in compliance with applicable laws and regulations but does not guarantee program approval in every jurisdiction.

2.2. Customer Obligations

Customer will:

- (a) Customer shall assist in the design, registration, and implementation of the program in coordination with Interplay Learning;
- (b) Ensure apprentices complete and submit enrollment packets and agreements within thirty (30) days of start;
- (c) Submit change/status forms within thirty (30) days of the relevant event;
- (d) Maintain OSHA, wage, ratio, and employment compliance;
- (e) Provide safe workplaces and OJT opportunities consistent with apprenticeship standards;
- (f) Track and report OJT hours using IPL's designated systems and templates;
- (g) Ensure timely RTI completion and program compliance; and
- (h) Maintain an active Interplay Subscription Plan sufficient for all active apprentices.
- (i) Customer must ensure apprentices complete all required apprenticeship agreements and forms as defined by the U.S. Department of Labor ("DOL") or IPL. The sample forms provided in Section 14 (Exhibits) are illustrative only. Customers agree to use the then-current versions required by law or IPL.

3. Interplay Learning Sponsored Apprenticeship Services

Interplay Learning is the Registered Sponsor of the program with the U.S. Department of Labor ("DOL") or State Apprenticeship Agency ("SAA"). Employer partners can join without creating a new program

3.1 Interplay Learning Obligations

Interplay Learning will:

- (a) Enable RTI through the Interplay Learning Platform;
- (b) Recommend supplementary materials (procured at Customer's discretion);
- (c) Design the program to align with federal and state apprenticeship standards;
- (d) Register employers and apprentices in DOL RAPIDS and applicable state systems;
- (e) Provide onboarding for instructors and apprentices;
- (f) Deliver training on apprenticeship operations, employer policies, and RTI methodology;
- (g) Track and upload OJT hours;

- (h) Coordinate compliance, disciplinary updates, and completions; and
- (i) Issue completion certificates upon verification of all program requirements.

IPL will perform these activities in good faith and in compliance with applicable laws and regulations but does not guarantee program approval in every jurisdiction.

3.2. Customer Obligations

Customer will:

- (a) Submit required Employer Appendix or registration documentation upon order;
- (b) Ensure apprentices complete and submit enrollment packets and agreements within thirty (30) days of start;
- (c) Submit change/status forms within thirty (30) days of the relevant event;
- (d) Maintain OSHA, wage, ratio, and employment compliance;
- (e) Provide safe workplaces and OJT opportunities consistent with apprenticeship standards;
- (f) Track and report OJT hours using IPL's designated systems and templates;
- (g) Ensure timely RTI completion and program compliance; and
- (h) Maintain an active Interplay Subscription Plan sufficient for all active apprentices.
- (i) Customer must ensure apprentices complete all required apprenticeship agreements and forms as defined by the U.S. Department of Labor ("DOL") or IPL. The sample forms provided in Section 14 (Exhibits) are illustrative only. Customers agree to use the then-current versions required by law or IPL

4. Interplay Learning Sponsored Pre-Apprenticeship Services

The Pre-Apprenticeship Program is designed to prepare individuals for entry into Registered Apprenticeship Programs by aligning foundational skills training with U.S. Department of Labor ("DOL") guidance.

This program is **not a registered apprenticeship**, and participation may be limited to certain states. Customers should confirm eligibility and availability with their Interplay Learning account representative prior to implementation.

4.1 Interplay Learning Obligations

Interplay Learning will:

- a) Conduct a needs assessment and assist in developing a customized program strategy;
- (b) Design programs that align with applicable DOL and state workforce development guidance;
- (c) Develop On-the-Job Learning ("OJL"), if applicable, and Related Instruction ("RI") outlines;
- (d) Provide guidance on program structure, delivery methods, and best practices;
- (e) Configure the Interplay Learning platform to support designated learning paths and content assignments;
- (f) Provide onboarding and enrollment support for users and administrators;

- (g) Supply tools and processes for monitoring pre-apprentice progress through OJL (if applicable) and RI;
- (h) Provide regular reporting on completion rates, skill attainment, and program milestones; and
- (i) Issue completion certificates reflecting hours obtained upon verification of requirements.

Interplay Learning performs these activities in good faith and in accordance with applicable workforce and education guidelines but does not guarantee acceptance or recognition of the program by any state or federal apprenticeship authority.

4.2. Customer Obligations

Customer will:

- a) Collaborate with Interplay Learning to assist in program design, setup, and implementation;
- (b) Confirm state participation and eligibility with its Interplay Learning account representative prior to launch;
- (c) Identify pre-apprentices and ensure timely enrollment into the Interplay Learning platform;
- (d) Maintain a safe learning environment and, if applicable, coordinate OJL opportunities consistent with program objectives;
- (e) Track and report participant progress and outcomes using IPL's designated systems and templates; and
- (f) Maintain an active Interplay Subscription Plan sufficient to support all enrolled pre-apprentices.

5. Third-Party Administrators

If Customer engages any third-party consultant, administrator, or other associate ("Third-Party Administrator") to assist with program operation, such party shall act solely as Customer's agent. Customer remains responsible for all Customer obligations under these Apprenticeship Terms and any applicable Order.

Engagement of a Third-Party Administrator does not alter IPL's scope of work or entitle Customer to any reduction, offset, or refund.

Any reallocation of responsibilities must be documented in a mutually executed amendment.

This Section 4 is **in addition to**, and does not limit or replace, the Customer's responsibilities outlined in Sections 2 and 3 (Customer Obligations).

6. Cohorts, Seats, and Interplay Subscription Plan License Management

- **Seat-Based Model:** Licenses are issued per learner seat; each apprentice must maintain an active license throughout their program term.

- **Platform Subscription:** Customer must maintain an active Interplay Learning subscription with sufficient seats to cover all active apprentices.
- **Cohort Structure:** Each Cohort (initial or expansion) operates independently, with its own start date, milestones, and billing cycle. Cohorts do not co-terminate.

7. Billing and Mechanics

- **Annual Rates:** Rates for apprenticeship administration and Platform access are established at the start of each Cohort's term and remain fixed for that cohort's duration.
- **Invoicing:** New expansion cohorts initiated during a calendar quarter will be invoiced at the end of that quarter, or as otherwise stated in the applicable Order, for all associated apprenticeship services and Platform access charges.
- **Independent Terms:** Each expansion cohort carries its own independent term as specified in the applicable Order expansion cohorts do not co-term with other cohorts.
- **Interplay Subscription Plan License Expansion:** When additional Interplay Subscription Plan licenses are required to support active apprentices, they will be added and billed under the Customer's Interplay Subscription Plan, in accordance with the then-current tiers and pricing available at the time of addition.
- **Alignment and Proration:** Added license bundles are prorated to align with the Customer's Platform subscription term and invoiced separately under the applicable Interplay Subscription Plan.
- **Renewals:** Each expansion cohort renews independently upon written confirmation by both parties.

8. State Sponsorship and Expansion

If Customer expands its Apprenticeship Program into a state where Interplay Learning is not an approved sponsor and enrolls apprentices in that state, Customer agrees to cooperate in good faith with IPL to support registration and compliance.

Approvals depend on each state's regulations. IPL will make commercially reasonable efforts to assist but cannot guarantee registration or approval.

All state expansions must be documented through a mutually executed written amendment or new Order.

9. License Continuity Upon Subscription Termination

If Customer's Interplay Subscription Plan terminates while one or more apprentices remain actively enrolled in a registered Apprenticeship Program, those apprentices' access will automatically convert to individual licenses for the remainder of their program terms.

Converted licenses will be billed at the then-current individual license rate and will include only the functionality necessary to complete the program.

This continuity applies solely to apprentices enrolled as of the subscription termination date. New apprentice enrollments after that date require a new subscription or separate agreement.

10. Changes, Scheduling, and Scope Control

- **Change Orders:** Material changes to cohort size, term, deliverables, or responsibilities require a mutually executed amendment or change order, and may adjust pricing.
- **Scheduling:** IPL and Customer will coordinate to establish reasonable start dates and milestones for each cohort. Delays caused by Customer (e.g., late document submission) may shift completion or billing schedules.
- **Suspension for Compliance/Safety:** IPL may pause participation of any apprentice due to compliance or safety issues. Customer cooperation is required to resolve such issues before reinstatement.

11. Data, Reporting, and Systems

- **Systems:** OJT and RTI data must be entered through IPL's designated systems and in the prescribed formats.
- **Reports:** IPL will provide periodic progress, compliance, and completion reports.
- **Access:** Customer must ensure authorized staff have credentials to input and retrieve required information.

IPL is not liable for delays, errors, or omissions caused by Customer, apprentices, or third parties.

12. Confidentiality, Intellectual Property, and Compliance

Fees, payment, taxes, confidentiality, intellectual property ownership and licensing, warranties, indemnities, limitations of liability, privacy, accessibility, compliance with laws, export controls, force majeure, assignment, and notices are governed by the **Interplay Learning Terms and Conditions**, which apply in full to all apprenticeship-related services and Orders.

13. Contact Information

Interplay Learning, Inc.

PO Box 300973

Austin, TX 78703

Email: contracts@interplaylearning.com

Website: www.interplaylearning.com

14. Exhibits

Interplay Learning may provide sample apprenticeship documentation from time to time for reference. The current versions of such materials are incorporated by reference and may be updated to reflect program design, applicable law, or DOL requirements.

- **Exhibit A – Sample U.S. Department of Labor Apprenticeship Agreement.** An example of the standard DOL apprenticeship agreement typically required for each

registered apprentice.

- **Exhibit B – Sample Apprentice Enrollment Packet.** An example of the enrollment packet and supporting documentation generally required to be submitted by each apprentice within thirty (30) days of cohort start.

Exhibit A

Program Registration and
Apprenticeship AgreementU.S. Department of Labor
Employment and Training Administration
Office of Apprenticeship

APPRENTICE AGREEMENT AND REGISTRATION – SECTION II OMB No. 1205-0223 Expiration Date: 07/31/2027

PART A: APPRENTICE'S INFORMATION

1. First Name	Last Name	Answer Both 4a. and 4b. below	5. Veteran Status (Select All That Apply)
Middle Name (Optional)	Suffix (Optional)	4. a. Ethnicity (Select One)	☐ Non Veteran
Address (No., Street, City, State, Zip Code)		☐ Hispanic or Latino	☐ Veteran
Telephone Number (Optional)	E-mail Address (Optional)	☐ Not Hispanic or Latino	☐ Non Veteran, Other Eligible Individual
*Social Security Number		☐ Participant Did Not Self-Identify	☐ Veteran, Eligible
		b. Race (Select One or More)	☐ Participant Did Not Self-Identify
		☐ American Indian or Alaska Native	
		☐ Asian	6. Education Level (Select One)
		☐ Black or African American	☐ Not High School graduate
		☐ Native Hawaiian or other Pacific Islander	☐ High School graduate (including equivalency)
		☐ White	☐ Some College or Associate's degree
		☐ Participant Did Not Self-Identify	☐ Bachelor's degree
2. Date of Birth (Mo., Day, Yr.)	3. Sex (Select One)		☐ Master's degree
	☐ Male ☐ Female		☐ Doctorate or professional degree
	☐ Participant Did Not Self-Identify		
7. Employment Status of Apprentice (Select One)			
☐ New Employee ☐ Current Employee			
8. Did the apprentice complete a pre-apprenticeship program prior to their registration in this apprenticeship program?			
☐ Yes ☐ No			
If yes, please provide the Pre-Apprenticeship Program Name and Address:			

PART B: PROGRAM SPONSOR'S INFORMATION

1. Program Number	2. Occupation (The work processes listed in the standards are part of this agreement.)
Sponsor's Name and Address (No., Street, City, State, Zip Code, County)	a. RAPIDS Code:
Telephone Number	b. O*NET Code:
Cell Phone Number (Optional)	c. Interim Credentials Offered (i.e., Career Lattice Occupation)?
E-mail Address	☐ Yes ☐ No

Exhibit A

a. Sponsor's Principal Place of Business Address (If different from Sponsor's address above) b. Employer's Name and Address (If different from Sponsor's address above)	3. Occupation Type (Select One) a. ☐ Time-based b. ☐ Competency-based c. ☐ Hybrid	4. Term Length (Hrs., Mos., Yrs.)	5. Probationary Period (Hrs. or Wks.) 8. Date Apprenticeship Begins a. Expected Completion Date
9. Related Instruction Provider(s) Name and Address	6. Credit for Previous On-the-Job Learning Experience (Hrs. Mos., Yrs.): a. Term Remaining (Hrs., Mos., Yrs.)		
b. Are Wages Paid During Related Instruction? ☐ Yes ☐ No	7. Credit for Previous Related Instruction Experience (Hrs., Mos., Yrs.) c. Hours When Related Instruction Is Provided ☐ During Work Hours ☐ Not During Work Hours ☐ Both During and Not During Work Hours		

10. Progressive Wage Schedule:

a. Apprentice's Entry Wage \$_____ b. ~~Journeyworker's~~ (i.e., Experienced Worker's) Wage \$_____

Period		1	2	3	4	5	6	7	8	9	10
c. Wage Rate Units	Duration (If Applicable)										
	Competencies (If Applicable)										
d. Wage Rate (Select One) ☐ % of Journeyworker (i.e., Experienced Worker) wage ☐ \$ amount of wage ☐ Both % and \$ amount of wage	Wage Rate										

11. Name and Contact Information of the Individual Designated by the Program Sponsor to Receive Complaints

I, _____, attest that all information entered above is true and accurate.

Apprentice Name: _____ Apprentice Signature: _____ Date: _____

Exhibit B

APPRENTICE ENROLLMENT PACKET

Enrollment Packet and supporting documents must be received within 30 days of registration

INCOMPLETE PACKETS WILL DELAY REGISTRATION

Employer: _____

DBA: _____

Occupation:

☐ HVAC Technician/Installer	☐ Construction Craft Laborer
☐ Plumber	☐ Building Maintenance Technician
☐ Electrician	☐ Residential <u>Wireperson</u>

TO BE COMPLETED BY APPRENTICE

Apprentice Information:

First Name: _____ Middle Initial: _____ Last Name: _____

Address: _____ APT/STE #: _____

City: _____ State: _____

Zip: _____ Cell Phone: _____ Email: _____

Social Security Number (optional): _____ Date of Birth: _____

Sex:

☐ Male

☐ Female

☐ Do Not Wish to Self-Identify

Ethnicity:

☐ Hispanic or Latino

☐ Non-Hispanic or Latino

☐ Do Not Wish to Self-Identify

Race:

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or other Pacific Islander

☐ White

☐ Do Not Wish to Answer

Disability:

☐ Yes

☐ No

☐ Do Not Wish to Self-Identify

Veteran Status:

☐ Non-Veteran

☐ Veteran

☐ Do Not Wish to Answer

Exhibit B

- Education Level:
- ☐ Less than 9th grade
 - ☐ 9th to 12th grade, no diploma
 - ☐ High School graduate or GED
 - ☐ Some College or Associates degree
 - ☐ Bachelor's degree
 - ☐ Master's degree
 - ☐ Doctorate or Prof. degree

Credit for Previous Experience:

Apprentices may be granted credit for previous experience for any relatable work history or education up to 50% of program length per Department of Labor guidelines. Supporting documents must be submitted with this packet at time of registration in order to be evaluated and approved for any credit given.

College/Technical School:

Name of School: _____
 City, State: _____
Area of Study: _____
 Years Attended: From: _____ To: _____
 Credential received, if any: _____

Work History:

Employer: _____
 City, State: _____
 Dates of Employment: _____ TO _____

Employer: _____
 City, State: _____
 Dates of Employment: _____ TO _____

Transfer from another Apprenticeship Program:

Sponsor Name: _____
City, State: _____
 Apprentice ID Number: _____
 Dates: _____ TO _____

Apprentice has attached any documents required to be considered for credit for previous experience.

- ☐ Copy of the transcript including certificates of completion
- ☐ Copy of any previous hours worked on the job

I, _____, attest that all information entered above is true and accurate.

Apprentice Name: _____ Apprentice Signature:  _____ Date: _____

Exhibit B

TO BE COMPLETED BY EMPLOYER:

Employer Verification:

I, _____, attest the completed application to be true and accurate. The following have been verified upon employment or at time of apprentice registration:

- ☐ All application information
- ☐ I9 documents verified and applicant is eligible for employment in the
- ☐ U.S. Background check completed, *if applicable*
- ☐ DD214 for veteran status, *if applicable*

Previous Credit Evaluation:

If supporting documentation was submitted for credit for previous experience, please provide the following information:

- ☐ Any supporting documents for credit for previous experience attached
Employment Start Date: _____

Apprenticeship Entry:

Starting Wage: _____

Current Wage: _____

Apprenticeship Program Start Date is _____.

Start date must not exceed 7 days prior to apprentice signature date

Employer Representative Name: _____ Title: _____

Employer Representative Signature: _____ Date: _____