

EDPLAY.ai

SaaS Agreement

EDPLAY INC.

A Delaware Corporation
2217 Pine Valley Drive, Houston, TX 77019, USA

Version 2.0 (last updated 13 July 2026)

Company Information

Company: EDPLAY INC., a corporation incorporated under the laws of Delaware, USA.

Registered Office: 2217 Pine Valley Drive, Houston, TX 77019, USA.

Background

EDPLAY INC., a corporation incorporated under the laws of Delaware, USA ("Supplier"), has developed software applications which it makes available to subscribers via the internet for the purpose of eLearning course creation with the use of artificial intelligence and training delivery.

This Agreement, together with all attached Order Forms, Schedules, the Data Processing Agreement (DPA), and the Service Level Agreement (SLA), governs the Customer's use of the Services.

1. Definitions

Authorised Users: Employees, agents, independent contractors and Affiliates of the Customer who are authorised to use the Services.

Business Day: A day other than a Saturday, Sunday or public holiday in the United States when banks are open for business.

Commencement Date: The date specified in the Order Form as the Service Start Date.

Customer Data: The data inputted by the Customer or Authorised Users for the purpose of using the Services.

Normal Business Hours: 8:00 am to 5:00 pm local CST time, Monday to Friday.

Services: All the services provided by the Supplier to the Customer as specified in the Order Form.

Subscription Fees: The subscription fees payable by the Customer as set out in the Order Form.

2. User Subscriptions

Subject to the Customer purchasing the Services in accordance with this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Services and to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

3. Customer Obligations

The Customer shall:

- Provide the Supplier with all reasonably necessary co-operation in relation to this Agreement.
- Ensure that its Authorised Users use the Services in accordance with the terms and conditions of this Agreement.
- Ensure that it and any Authorised Users abide by all applicable laws and regulations.
- Use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services.

The Customer shall not knowingly access, store, distribute or transmit any material that:

- Is unlawful, harmful, threatening, defamatory, obscene, infringing, or harassing.
- Facilitates illegal activity or promotes unlawful violence.
- Is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability.
- Contains viruses, malware, or other malicious code.

4. Services

- The Supplier shall provide the Services to the Customer during the Subscription Term.
- The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned and unscheduled maintenance.
- The Supplier will provide standard customer support services during Normal Business Hours in accordance with the Service Level Agreement.
- The Customer has no right to access the object code or source code of the Software.

5. Customisations and Beta Features

- The Supplier and Customer may agree that the Supplier will customise the Services. All Intellectual Property Rights in Customisations shall be the exclusive property of the Supplier.
- Custom Training Content developed for or by the Customer shall remain the exclusive property of the Customer.
- Beta Services are provided “as is” without warranty and are for evaluation purposes only, not for production use.
- The Supplier may change, modify, upgrade, or discontinue any aspect of the Software with notice.

6. Customer Content

- Customer Content is proprietary to the Customer and cannot be used for the Supplier’s commercial advantage.
- The Supplier will implement appropriate technical and organizational measures to protect Customer Content.
- Customer represents and warrants that it has all necessary permissions and authority to provide the Customer Content.
- The Supplier may use aggregated anonymised User Data for reporting and product development purposes.

7. Data Protection

- Each Party shall comply with all applicable Data Protection Legislation, including GDPR, UK GDPR, CCPA, and other applicable privacy laws.
- The parties shall comply with their respective obligations under the Data Processing Agreement.
- In the event of loss or corruption of Customer Content, the Supplier shall use reasonable endeavours to restore from the latest available backup.

8. Charges and Payment

- The Customer shall pay all Subscription Fees and support fees as specified in the Order Form.
- All payments are non-refundable and non-cancellable except as otherwise set out in this Agreement.
- Charges are exclusive of VAT and other applicable taxes, which the Customer is responsible for.
- The Supplier may suspend or terminate access if payments are overdue by more than 30 days (after 14 days' notice).
- Overdue payments shall accrue interest at 2% per annum above the Prime Rate as published by the Wall Street Journal.

9. Intellectual Property Rights

- The Supplier and/or its licensors own all intellectual property rights in the Software.
- The Customer owns all intellectual property rights in the Customer Data and Customer Content developed by the Customer.
- The Supplier retains the royalty-free right to use any suggestions, ideas, or feedback provided by the Customer on an anonymous basis.
- Default courses in the content library remain the Supplier's property.

10. Confidentiality

- Each Party shall hold the other's Confidential Information in confidence and not make it available to third parties.
- Each Party shall take all reasonable steps to protect Confidential Information from disclosure.
- A Party may disclose Confidential Information if required by law or regulatory authority.
- Upon termination, each Party shall return or destroy all Confidential Information.
- Confidentiality obligations survive the termination of this Agreement.

11. Indemnity

Supplier Indemnification: The Supplier shall indemnify and hold harmless the Customer from claims arising from:

- Infringement of third-party intellectual property rights caused by authorized use of the Services.
- Supplier's breach of confidentiality obligations.
- Supplier's violation of applicable Data Protection Legislation.

Customer Indemnification: The Customer shall indemnify and hold harmless the Supplier from claims arising from:

- Customer's unauthorized use or misuse of the Services.
- Any infringement of third-party intellectual property rights from Customer Content.
- Customer's breach of confidentiality or violation of Data Protection Legislation.

12. Warranties and Liability

- Each Party warrants that it has full power and authority to enter into and perform its obligations under this Agreement.
- The Supplier warrants that the Services will be performed with reasonable care and skill.
- Except for the express warranties stated, the Services are provided on an "AS IS" basis.
- Each Party's total aggregate liability is limited to the fees paid during the twelve (12) months immediately preceding the event.
- Neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits or business opportunities.

13. Term and Termination

Term

This Agreement shall commence on the Commencement Date and continue for the Initial Subscription Term, thereafter automatically renewing for successive 12-month periods (each a Renewal Period), unless otherwise stated and agreed in the applicable Order Form (Enterprise clients).

Termination by Customer

The Customer may terminate at any time by giving 90 days' prior written notice to the Supplier, unless other cancellation terms are agreed in the applicable Order Form (Enterprise clients).

Termination for Cause

Either Party may terminate with immediate effect if the other Party:

- Fails to pay amounts due within 14 days after written notice.
- Commits a material breach and fails to remedy it within 60 days of written notice.
- Becomes bankrupt, insolvent, or suspends business operations.
- Undergoes a Change of Control.

On Termination

- All licences granted shall immediately terminate.
- Each Party shall return all equipment, property, and Documentation belonging to the other Party.
- The Supplier may destroy or dispose of Customer Data in its possession, subject to the deletion and return provisions of the Data Processing Agreement.

14. General Provisions

- **Force Majeure:** Neither Party shall be liable for delays caused by events beyond its reasonable control.

- **Variation:** No variation of this Agreement shall be effective unless in writing and signed by both parties.
- **Severance:** If any provision becomes invalid or unenforceable, it shall be deemed deleted without affecting the rest of the Agreement.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements.
- **Assignment:** Neither Party may assign or transfer rights without prior written consent, except to an Affiliate.
- **No Partnership:** Nothing in this Agreement creates a partnership or authorises either Party to act as agent for the other.

15. Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.
- The exclusive jurisdiction and venue for any dispute shall be the state and federal courts located in New Castle County, Delaware.
- Each Party waives any objection based on inconvenient forum or venue.

16. Notices

Any notice required to be given under this Agreement shall be in writing and delivered by e-mail to the other Party at its address set out in the Agreement, or such other address as may have been notified.

Contact Information

Support: support@edplay.ai

Escalation: victor@edplay.ai

This Agreement is effective from the Commencement Date specified in the applicable Order Form.

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