

Edplay AI

Reseller Order Form

Issued by My Learning Hub LLC · 4201 Main St. Ste. 200-192, Houston, TX 77002

This Order Form is entered into pursuant to the Edplay AI Reseller Agreement (the "Agreement") between My Learning Hub LLC and the Customer identified below. By signing this Order Form, Customer agrees to be bound by the Agreement and by the Edplay Third-Party Provider Terms incorporated therein.

Parties

Reseller / Supplier	My Learning Hub LLC 4201 Main St. Ste. 200-192, Houston, TX 77002
Customer	Cleburne ISD
Customer Primary Contact	Name: Chris Jackson Job Title: Asst. Superintendent Email: CJackson@c-isd.com
Customer Billing Contact	Name: Chris Jackson Email: CJackson@c-isd.com

Key Terms

Number of Users	2
Institution Type	K-12 / Higher Education (circle one)
Initial Fixed Term	1 year
Service Start Date	10/2/26
Invoice Payment Terms	30 days from date of each invoice
Currency	USD
Governing Law & Jurisdiction	State of Texas, (Edplay platform issues subject to Delaware law — see Agreement)

Product / Service Fees

Item	Description	Price	Date Payable
1	Edplay AI — AI-Powered Course AuthoringAI chat assistance for course structuring · AI text generation & translation · AI image generation for course materials.Third-Party Provider Terms (Customer accepts by signing): SaaS	6000	10/2/26

Item	Description	Price	Date Payable
	Agreement: edplay.ai/legal/print/saas Data Processing: edplay.ai/legal/print/dpa Service Level: edplay.ai/legal/print/sla Privacy Policy: edplay.ai/legal/privacyAI sub-processors: Anthropic (Claude) • Google (Gemini) Subject to Edplay Privacy Gateway pseudonymisation controls.		
2	Additional Services / Professional Services (if applicable)		

SUPPORT: My Learning Hub provides first-line support for account, access, and billing issues. Technical and platform support is provided directly by Edplay Inc. — support@edplay.ai

DATA PROCESSING: Edplay Inc. will process personal data as a sub-processor under this Order Form. Customer acknowledges receipt of sub-processor notice and accepts Edplay's Data Processing Agreement at <https://edplay.ai/legal/dpa>

AI OUTPUTS: AI-generated content is for informational purposes only. Customer is solely responsible for reviewing outputs before use. Customer shall not input special category personal data into AI features.

Signatures

This Order Form, together with the Edplay AI Reseller Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof. Each signatory represents that they are duly authorised to execute this Order Form on behalf of their respective Party.

**Signed for and on behalf of
My Learning Hub LLC**

Signature: _____

Name: _____

Title: _____

Date: _____

**Signed for and on behalf of
Customer**

Signature: Chris Jackson

Name: Chris Jackson

Title: Asst. Superintendent

Date: 10-2-26

Edplay AI Reseller Agreement

Between My Learning Hub LLC and Customer

This Edplay AI Reseller Agreement (the "Agreement") is entered into between My Learning Hub LLC, a Texas limited liability company ("MLH" or "Supplier"), and the Customer identified in the accompanying Order Form ("Customer"). This Agreement governs Customer's access to and use of the Edplay AI platform (the "Edplay Platform") made available by MLH as an authorised reseller of Edplay Inc. ("Edplay").

1. Definitions

"Authorised Users" means employees, agents, independent contractors and affiliates of the Customer who are authorised to access and use the Edplay Platform under this Agreement.

"Edplay Platform" means the AI-powered eLearning course authoring software and services developed and operated by Edplay Inc., made available to Customer via MLH under this Agreement.

"Edplay Third-Party Provider Terms" means, collectively, Edplay's SaaS Agreement (edplay.ai/legal/print/saas), Data Processing Agreement (edplay.ai/legal/print/dpa), Service Level Agreement (edplay.ai/legal/print/sla), and Privacy Policy (edplay.ai/legal/privacy), as updated from time to time by Edplay Inc.

"AI Features" means the generative AI capabilities within the Edplay Platform, including AI chat assistance, text generation, translation, and image generation for course materials.

"AI Sub-processors" means the downstream AI model providers engaged by Edplay Inc. to power AI Features, including OpenAI, Anthropic (Claude), and Google (Gemini), subject to Edplay's Privacy Gateway controls.

"Customer Content" means all data, content, and materials inputted by Customer or its Authorised Users into the Edplay Platform.

"Order Form" means the Edplay AI Reseller Order Form executed by the Parties, which sets out the commercial terms applicable to this Agreement.

"Subscription Term" means the Initial Fixed Term set out in the Order Form, together with any renewal periods.

2. Licence Grant and Restrictions

Subject to Customer's payment of fees and compliance with this Agreement, MLH grants Customer a non-exclusive, non-transferable right to access and use the Edplay Platform during the Subscription Term solely for Customer's internal business operations within the K-12 or Higher Education sector, as specified in the Order Form.

Customer shall permit only Authorised Users to access the Edplay Platform. Customer shall not: (a) sublicense, resell, or redistribute access to the Edplay Platform; (b) use the Edplay Platform for any purpose outside the K-12 or Higher Education sector; (c) reverse engineer, decompile, or attempt to derive source code from the Edplay Platform; or (d) use the Edplay Platform in any manner that violates applicable law or the Edplay Third-Party Provider Terms.

3. Edplay Third-Party Provider Terms

Customer acknowledges that the Edplay Platform is owned and operated by Edplay Inc. and that MLH provides access to it as an authorised reseller only. By signing the Order Form, Customer agrees to be bound by the Edplay Third-Party Provider Terms as if Customer were a direct contracting party with Edplay Inc.

In the event of conflict between this Agreement and the Edplay Third-Party Provider Terms with respect to the Edplay Platform itself (including its functionality, availability, security, and data processing), the Edplay Third-Party Provider Terms shall prevail. With respect to the commercial relationship between MLH and Customer (including pricing, payment, and support obligations), this Agreement shall prevail.

Customer acknowledges that Edplay Inc. may update the Edplay Third-Party Provider Terms from time to time. MLH will make reasonable efforts to notify Customer of material changes. Continued use of the Edplay Platform following notice of a material change constitutes acceptance.

4. Support and Service Levels

MLH shall provide first-line support for account provisioning, access, billing, and general enquiries during Normal Business Hours (8:00am – 5:00pm CST, Monday to Friday). MLH support contact: support@mylearninghub.com.

Technical and platform support (including issues with the Edplay Platform's functionality, AI features, and uptime) is the responsibility of Edplay Inc. and shall be governed by Edplay's Service Level Agreement. Customer may contact Edplay directly at support@edplay.ai.

MLH shall have no liability for any failure, degradation, or unavailability of the Edplay Platform, except to the extent directly caused by MLH's acts or omissions in provisioning Customer's account.

5. Fees and Payment

Customer shall pay all Subscription Fees set out in the Order Form in accordance with the payment terms specified therein. All payments shall be made in USD.

All fees are non-refundable and non-cancellable except as expressly stated in this Agreement. MLH may suspend Customer's access to the Edplay Platform if fees remain unpaid for more than thirty (30) days following the due date and fourteen (14) days' written notice has been given.

Overdue payments shall accrue interest at 2% per annum above the Prime Rate as published by the Wall Street Journal, compounded monthly.

All fees are exclusive of applicable taxes. Customer is responsible for all applicable taxes, duties, and levies arising in connection with this Agreement, except for taxes on MLH's net income.

6. Data Processing and Privacy

For the purposes of applicable data protection legislation, Customer is the Controller, MLH is the Processor, and Edplay Inc. is a Sub-processor in respect of Customer Personal Data processed in connection with the Edplay Platform.

Customer agrees to Edplay's Data Processing Agreement (edplay.ai/legal/print/dpa), which governs Edplay's processing of Customer Personal Data as Sub-processor. MLH will provide Customer with at least thirty (30) days' prior written notice of any new or replacement sub-processor engaged by Edplay Inc. to process Customer Personal Data. Customer may object to a new sub-processor on reasonable data protection grounds within that notice period; if the objection cannot be resolved, Customer's sole remedy is to terminate the affected Services without penalty.

Customer acknowledges that AI Features within the Edplay Platform transmit prompt inputs to AI Sub-processors (OpenAI, Anthropic, Google) subject to Edplay's Privacy Gateway pseudonymisation controls. Customer is responsible for ensuring its Authorised Users do not input special category personal data (as defined under applicable data protection legislation) into AI Features unless expressly agreed in writing.

AI Sub-processors have committed contractually to Edplay that Customer Content will not be used to train AI models without Customer's explicit consent. MLH makes no independent warranty in this regard beyond what is stated in Edplay's Third-Party Provider Terms.

7. Intellectual Property

All intellectual property rights in the Edplay Platform, including its software, AI models, and default content library, are and remain the exclusive property of Edplay Inc. and/or its licensors. Nothing in this Agreement transfers any ownership of intellectual property in the Edplay Platform to Customer or MLH.

Customer owns all intellectual property rights in Customer Content developed by or for Customer. Customer grants MLH and Edplay Inc. the limited right to process Customer Content solely as necessary to provide the Edplay Platform under this Agreement.

Intellectual property rights in AI-generated outputs are subject to the Edplay Third-Party Provider Terms and applicable law. MLH makes no representation that Customer will own AI-generated outputs.

8. Warranties and Liability

Each Party warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

MLH warrants that it is an authorised reseller of the Edplay Platform and has the right to grant Customer access under this Agreement. MLH makes no warranty as to the functionality, availability, accuracy, or fitness for purpose of the Edplay Platform itself, which is governed solely by Edplay's own warranties in the Edplay Third-Party Provider Terms.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE EDPLAY PLATFORM IS PROVIDED ON AN "AS IS" BASIS AS OPERATED BY EDPLAY INC. MLH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EDPLAY PLATFORM, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

MLH's total aggregate liability to Customer under or in connection with this Agreement shall be limited to the fees paid by Customer to MLH in the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall MLH be liable for indirect, incidental, consequential, or punitive damages, including loss of profits or data, arising out of or related to this Agreement. The foregoing limitations shall not apply to: (i) a Party's indemnification obligations under Section 9; (ii) Customer's obligation to pay Fees when due; (iii) a Party's breach of its confidentiality obligations under Section 10; or (iv) liability arising from a Party's gross negligence, willful misconduct, or fraud.

Customer's sole remedy for any failure, defect, or unavailability of the Edplay Platform shall be as against Edplay Inc. under the Edplay Third-Party Provider Terms, except to the extent a claim directly arises from MLH's own acts or omissions.

9. Indemnity

Customer shall indemnify, defend, and hold harmless MLH and its affiliates, directors, officers, and employees from any third-party claims, liabilities, losses, damages, and reasonable costs arising from: (a) Customer's unauthorised use or misuse of the Edplay Platform; (b) any infringement of third-party intellectual property rights arising from Customer Content; (c) Customer's breach of this Agreement or the Edplay Third-Party Provider Terms; or (d) Customer's violation of applicable data protection legislation.

MLH shall indemnify, defend, and hold harmless Customer from any third-party claims arising from MLH's breach of its warranty that it is an authorised reseller of the Edplay Platform.

10. Confidentiality

Each Party shall hold the other's Confidential Information in confidence, not disclose it to third parties, and use it only for the purposes of this Agreement. Each Party shall take reasonable steps to protect the other's Confidential Information from unauthorised disclosure.

Confidentiality obligations survive termination of this Agreement. Upon termination, each Party shall promptly return or destroy the other's Confidential Information.

11. Term and Termination

This Agreement shall commence on the Service Start Date specified in the Order Form and continue for the Initial Fixed Term, thereafter automatically renewing for successive 12-month periods unless either Party gives 60 days' written notice of non-renewal prior to the end of the then-current term.

Either Party may terminate this Agreement with immediate effect by written notice if the other Party: (a) fails to pay amounts due within 14 days after written notice of non-payment; (b) commits a material breach and fails to remedy it within 60 days of written notice; (c) becomes insolvent or ceases business operations; or (d) undergoes a Change of Control.

On termination: all licences granted under this Agreement shall immediately terminate; Customer shall cease all use of the Edplay Platform; and each Party shall return or destroy the other's Confidential Information. MLH shall cooperate with Customer's reasonable requests to retrieve Customer Content from Edplay in accordance with Edplay's data return procedures.

12. General

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles. The Parties irrevocably agree that any dispute between MLH and Customer arising out of or relating to this Agreement shall be resolved exclusively in the state and federal courts of Harris County, Texas, and each Party consents to the personal jurisdiction of such courts. Customer acknowledges that any direct claim Customer may have against Edplay Inc. relating to the Edplay Platform is separately governed by the Edplay Third-Party Provider Terms, including any choice-of-law and forum provisions contained therein.

(b) **Entire Agreement.** This Agreement together with the Order Form and the Edplay Third-Party Provider Terms constitutes the entire agreement between the Parties with respect to the Edplay Platform and supersedes all prior agreements on the same subject matter.

(c) **Variation.** No variation of this Agreement shall be effective unless in writing and signed by both Parties.

(d) **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except to an Affiliate. MLH may assign its rights and obligations to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to Customer.

(e) **Severance.** If any provision of this Agreement is found to be invalid or unenforceable, it shall be deemed deleted without affecting the remaining provisions.

(f) **Force Majeure.** Neither Party shall be liable for delays or failures caused by events beyond its reasonable control, including acts of God, government action, or failure of third-party infrastructure (including Edplay's platform infrastructure).

(g) **No Partnership.** Nothing in this Agreement creates a partnership, joint venture, or agency between the Parties. MLH acts solely as an independent reseller of the Edplay Platform.

(h) **Notices.** Notices under this Agreement shall be in writing and delivered by email. Notices to MLH: support@mylearninghub.com. Notices to Customer: as specified in the Order Form.

K-12 / HIGHER EDUCATION RESTRICTION: Customer confirms that the Edplay Platform will be used solely within the K-12 or Higher Education sector as specified in the Order Form. Use outside these sectors is not permitted under this Agreement.

COPPA / FERPA: Customer is solely responsible for ensuring its use of the Edplay Platform complies with applicable student data privacy laws, including COPPA (for users under 13) and FERPA. Customer shall not use AI Features in a manner that would cause MLH or Edplay to be in violation of applicable student privacy laws.