

EDPLAY ORDER FORM

This Order Form ("Edplay Order Form") is entered into pursuant to the Master Services Agreement (the "Agreement") between Edplay and the Customer identified below. The Parties agree that the Data Processing Agreement attached shall govern all processing of personal data under this Order Form.

Parties	
Supplier	Edplay Inc having its registered office at 106 E 6th Street, Suite 900, Austin, TX 78701, USA
Customer	UCL DK UCL University College College Niels Bohrs Alle 1 5230 Odense M Denmark
Key Points of Contact	
Supplier	Name: Thomas Bellamy Job Title: Account Executive Email: thomas@edplay.ai Name: Viktor Potapov Job Title: Customer Success Manager Email: victor@edplay.ai
Customer	Name: Jesper Vedel Bertelsen Job Title: Associate Professor, M.Ed. (Educational Technology / IT-Didactic Design) Email: jvbe@ucl.dk Tel. +45 25 17 84 23 INVOICING/BILLING EMAIL: Jesper Vedel Bertelsen: jvbe@ucl.dk Mads Lildholdt: mali@ucl.dk Jacob Hempler-Mikkelsen: jahe@ucl.dk

Key Terms	
Support Level	Enterprise
Number of users	2,500
Storage Limit	250 GB - included in the agreement; \$1500 - first extra 150 GB; \$1,000 for additional 150 GB after.
Preferred Server Location	Frankfurt
Initial Fixed Term	36 months (special terms applied, outlined below)
Invoice Payment Terms	14 days from date of invoice
Law & Jurisdiction	Governing Law: State of Delaware, USA Jurisdiction: State and federal courts located in the State of Delaware
Service Start Date	26.01.2026
Payment Schedule	Annual
Currency of payments	USD (US Dollars)

Product/Service Fees			
Item	Description	Price	Payment Terms
1	• User management • Certificate generation • Reporting • User management • Certificate generation • LTI 1.3, SCORM • SSO (Okta, OneLogin, WayF) • API access • Security & procurement support • Dedicated account contact • Content migration		
2	Software License – Year 1	\$20,000	06.02.26
3	Software License – Year 2	\$20,000	30 days
4	Software License – Year 3	\$20,000	30 days

3. TERMS, FEES AND TERMINATION

3.1 Term and Fees

This Agreement shall have an initial term of **three (3) years**, commencing on **26 January 2026** (the “Effective Date”) and ending on **25 January 2029** (the “Term”).

The annual fee shall be **USD 20,000 per year**, payable in accordance with the agreed billing schedule, and shall include the storage and user limits as outlined in this agreement.

3.2 Data Privacy Framework Condition

The Supplier undertakes to become a certified member of the **EU–U.S. Data Privacy Framework (DPF)** no later than **31 January 2027**.

3.3 Conditional Termination Right

If the Supplier (Edplay) has **not** become a certified member of the Data Privacy Framework by **31 January 2027**, the Customer (UCL) shall have the right to terminate this Agreement by giving **six (6) months’ written notice**, such notice to be given at any time after **31 January 2027**. Upon termination, each Party shall return or delete any Confidential Information and Personal Data in accordance with the Agreement and Data Processing Agreement.

3.4 Effect of Termination

a. If the Supplier becomes a certified member of the Data Privacy Framework by **31 January 2027**, the Agreement shall continue for the full three-year Term, with a total contract value of **USD 60,000**.

b. If the Supplier does **not** become a certified member of the Data Privacy Framework by **31 January 2027** and the Customer exercises its termination right, the Agreement shall terminate at the end of the six-month notice period. In such case, the total contract value shall be **USD 30,000**, comprising:

USD 20,000 for the first contract year (26 January 2026 – 25 January 2027); and

USD 10,000 for services provided during the six-month notice period.

3.5 No Further Liability

Upon termination in accordance with this clause, neither party shall have any further payment obligations beyond the amounts expressly stated above, and such termination shall not be deemed a breach of the Agreement.

4. DATA PROCESSING

The Parties agree that Edplay may process personal data on behalf of the Customer in the course of performing services under this Order Form. Such processing shall be governed by the Data Processing Agreement set forth in Appendix A and the Addendum thereto.

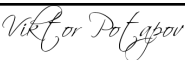
5. MISCELLANEOUS

This Order Form is governed by and incorporates the terms of the Agreement, including Appendix A (Data Processing Agreement), and the Addendum to the Data Processing Agreement. In the event of conflict between this Order Form and the Agreement, the terms of this Order Form shall prevail only with respect to the services and fees set out herein.

SaaS Agreement: https://edplay.ai/legal/saas	Service Level Agreement: https://edplay.ai/legal/sla
Data Processing Agreement: https://edplay.ai/legal/dpa	GDPR: https://edplay.ai/legal/gdpr
Privacy: https://edplay.ai/legal/privacy	Cookies: https://edplay.ai/legal/cookies

Signatures

This Order Form, together with the SaaS Agreement, Data Processing Agreement, and Service Level Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof. Each person signing this Agreement as a party or on behalf of a party represents that he or she is duly authorized to sign this Agreement on such party's behalf, and is executing this Agreement voluntarily, knowingly, and without any duress or coercion.

Signed by Full Name: Viktor Potapov for and on behalf of Edplay Inc	Signed by Full Name: Mads Lildholdt for and on behalf of UCL University College
Date: 01/27/2026	Date: 01/27/2026
Signature: 	Signature: 