

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”) set out below, 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	Cedar Hill ISD Attn: Accounts Payable 285 Uptown Blvd. #300 Cedar Hill, TX 75104 United States
Customer Primary Contact	Name: Tracey Willyard Job Title: Email: tracey.willyard@chisd.net
Customer Billing Contact	Name: Email: accountspayable@chisd.net
Customer Authorised Signatory	Name: Jaclyn West Job Title: Email: jaclyn.west@chisd.net

Key Terms	
Institution Type	K-12
Authorised Users	District staff and workforce. Not for student use.
Number of Users	Unlimited
AI Credits	2,000 per Contract Year
Server Location	United States
Service Start Date	26 August 2026
Initial Fixed Term	36 months from the Service Start Date
Renewal	Automatic 12-month renewal unless either Party gives 60 days' written notice
Invoice Payment Terms	30 days from date of each invoice
Currency	USD
AI Sub-processors	Anthropic (Claude) · Google (Gemini) · OpenAI, subject to Edplay Privacy Gateway pseudonymisation controls

Governing Law & Venue	State of Texas, Harris County. Claims relating to the Edplay Platform itself are subject to the Edplay Third-Party Provider Terms.
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Product / Service Fees

Item	Description	Price (USD)	Date Payable
1	Edplay AI Platform Licence — Contract Year 1 AI-powered course authoring; AI chat assistance for course structuring; AI text generation and translation; AI image generation for course materials. Unlimited Authorised Users.	\$5,000.00	Paid in full
2	AI Credits Package — Contract Year 1 2,000 AI Credits. Additional credits available at MLH's then-current rates.	\$2,000.00	Paid in full
	Total Contract Year 1 Fees	\$7,000.00	Received

Acknowledgement of prior access and payment. The Parties acknowledge that Customer has paid the Year 1 Fees set out above in full on [date of payment], and that access to the Edplay Platform was provisioned on [date of access]. This Order Form records the terms applicable to that access with effect from the Service Start Date.

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

Data processing: Edplay Inc. processes 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 edplay.ai/legal/dpa.

Student data: The Platform is licensed for staff and workforce training. Customer shall not input student personal data or education records into the Platform unless the Parties execute a separate student data privacy agreement.

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.

Each of the following Edplay documents is incorporated into and forms part of this Agreement by reference. Customer accepts these documents by signing this Order Form.

Edplay Documents Incorporated by Reference	
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
AI Data Processing	https://edplay.ai/legal/security

Signatures

This Order Form, together with the Edplay AI Reseller Agreement set out below, 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	Signed for and on behalf of Cedar Hill ISD
Signature:	Signature:
Name:	Name: Jaclyn West
Title:	Title:
Date:	Date:



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, each of the Edplay documents listed in the table headed “Edplay Documents Incorporated by Reference” in the Order Form, in each case in the form published as at the Service Start Date, as updated from time to time by Edplay Inc. in accordance with Section 3.
- “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 Credits” means the units of consumption for AI Features allocated to Customer in the Order Form for each Contract Year.
- “AI Sub-processors” means the downstream AI model providers engaged by Edplay Inc. to power AI Features, as listed in the Order Form, subject to Edplay’s Privacy Gateway controls.
- “Contract Year” means each successive twelve (12) month period beginning on the Service Start Date.
- “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

2.1 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 operations within the K-12 or Higher Education sector, as specified in the Order Form.

2.2 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 sector specified in the Order Form; (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.

2.3 Unless the Order Form expressly states otherwise, the Edplay Platform is licensed for staff and workforce training use only, and Customer shall not input student personal data or education records into the Edplay Platform.

3. Edplay Third-Party Provider Terms

3.1 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.

3.2 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.

3.3 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. No update shall materially reduce the security or data protection commitments applicable to Customer during the then-current Subscription Term.

3.4 Third-Party Beneficiary. Edplay Inc. is an express third-party beneficiary of Sections 2, 3, 6, 7 and 9 of this Agreement and may enforce those Sections directly against Customer. No other person has any right to enforce any term of this Agreement.

4. Support and Service Levels

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

4.2 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.

4.3 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

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

5.2 AI Credits are allocated per Contract Year as set out in the Order Form. Unused AI Credits do not carry over between Contract Years and are not refundable. Additional AI Credits may be purchased at MLH's then-current rates.

5.3 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.

5.4 Overdue payments shall accrue interest at two percent (2%) per annum above the Prime Rate as published by the Wall Street Journal, or the maximum rate permitted by applicable law, whichever is lower.

5.5 The fees set out in the Order Form are fixed for the Initial Fixed Term and are not subject to increase during that period.

5.6 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. Customer shall provide a valid exemption certificate where it claims exemption as a public entity.

6. Data Processing and Privacy

6.1 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.

6.2 Customer agrees to Edplay's Data Processing Agreement (edplay.ai/legal/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 and receive a pro rata refund of prepaid fees for the unused portion of the Contract Year.

6.3 Customer acknowledges that AI Features transmit prompt inputs to the AI Sub-processors listed in the Order Form, subject to Edplay's Privacy Gateway pseudonymisation controls. Customer is responsible for ensuring its Authorised Users do not input special category personal data into AI Features unless expressly agreed in writing.

6.4 The 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 the Edplay Third-Party Provider Terms.

6.5 Student Data. The Edplay Platform is provided for staff and workforce training. Customer shall not input student personal data or education records (as defined under FERPA, 20 U.S.C. § 1232g) into the Edplay Platform unless the Parties have executed a separate written student data privacy agreement. Where any such data is nonetheless processed, MLH and Edplay Inc. shall each be treated as a "school official" with a legitimate educational interest, shall use such data only to provide the Services, and shall not sell it or use it for targeted advertising.

6.6 Data Location. Customer Content will be hosted in the region specified in the Order Form. MLH will give Customer thirty (30) days' prior written notice before any change to that region.

7. Intellectual Property

7.1 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.

7.2 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.

7.3 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

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

8.2 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.

8.3 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.

8.4 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 either Party be liable for indirect, incidental, consequential, or punitive damages, including loss of profits or data. 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.

8.5 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

9.1 To the fullest extent permitted by applicable law, and without waiving any immunity or limitation available to Customer as a Texas public entity, Customer shall indemnify, defend, and hold harmless MLH and Edplay Inc. and their respective 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 or student privacy legislation.

9.2 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

10.1 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.

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

10.3 Nothing in this Section requires Customer to withhold information it is required to disclose under the Texas Public Information Act or other applicable public records law.

11. Term and Termination

11.1 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 twelve (12) month periods at MLH's then-current rates unless either Party gives sixty (60) days' written notice of non-renewal prior to the end of the then-current term. MLH shall notify Customer of any change to renewal pricing at least ninety (90) days before the end of the then-current term.

11.2 Either Party may terminate this Agreement by written notice if the other Party: (a) fails to pay amounts due within fourteen (14) days after written notice of non-payment; (b) commits a material breach and fails to remedy it within sixty

(60) days of written notice; or (c) becomes insolvent or ceases business operations. Either Party may terminate on thirty (30) days' written notice if the other Party undergoes a Change of Control.

11.3 Customer may terminate this Agreement at the end of any fiscal year if funds are not appropriated for the following fiscal year, on thirty (30) days' written notice, without further liability other than for fees accrued to the date of termination.

11.4 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. For thirty (30) days following termination, 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 and Venue. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute between MLH and Customer arising out of or relating to this Agreement shall be resolved in the state and federal courts of Harris County, Texas, or in such other Texas venue as is mandated by applicable law for a Texas public entity. 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. Any purchase order issued by Customer is for administrative convenience only, and its pre-printed terms have no effect.

(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.

(i) Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each of which is an original. Signatures delivered electronically or by electronic signature platform have the same effect as original signatures.

SECTOR 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), FERPA, and Texas Education Code Chapter 32. Customer shall not use AI Features in a manner that would cause MLH or Edplay to be in violation of applicable student privacy laws.