

Supplemental Engagement Services

Terms

These Supplemental Engagement Services Terms (“Engagement Terms”) set forth the general requirements, responsibilities, and service framework governing all engagement-related Quotes and managed services (collectively, the “Engagement Services”) provided by Interplay Learning, Inc. (“Interplay Learning” or “IPL”).

These Engagement Terms apply in conjunction with the Interplay Learning Terms and Conditions, available at www.interplaylearning.com/terms/, and together they govern all engagement-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 Engagement Terms, then the general Terms and Conditions.

1. Term

- 1.1 The Engagement Services term begins on the Subscription Period Start Date specified in the applicable Quote.
- 1.2 Engagement Services co-terminate with the Customer’s associated subscription.
- 1.3 Early termination of the subscription automatically terminates these Engagement Services.
- 1.4 Upon renewal of the Customer’s subscription, Engagement Services will not automatically renew unless expressly included in a new Quote. Renewal or expansion of Engagement Services requires a new Quote.

2. Fees and Billing

- 2.1 **Setup Fee:** A one-time setup fee may apply, covering audit, consultation, and program design, as indicated in the applicable Quote.
- 2.2 **Recurring Fees:** Engagement Services are billed as recurring subscription-based services per the purchased tier, billed monthly or annually as specified in the Quote.
- 2.3 **Optional Add-Ons:** Additional paid services (such as newsletters, reports, consulting hours, or integrations) may be purchased through a new Quote.
- 2.4 **Non-Refundable Fees:** All fees are non-refundable. Prepaid services not used within the Term are forfeited at expiration.
- 2.5 **Suspension for Non-Payment or Non-Compliance:** IPL may suspend Engagement Services if Customer fails to pay fees when due or fails to meet its obligations under these Engagement Terms. Suspension shall not extend the term, and all fees remain payable during any suspension period.

3. Engagement Services Scope

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3.1 Engagement Services are limited to the deliverables and frequency described in the applicable Quote.

3.2 Engagement Services are advisory and facilitative in nature, designed to improve learner engagement, adoption, and success outcomes.

3.3 All Engagement Services are provided remotely during standard business hours, excluding weekends, holidays, and IPL-designated closures.

3.4 No managed services, technical configuration, or content development work is included unless expressly stated in the Quote.

4. Interplay Learning Deliverables

Interplay Learning will:

(a) Deliver the Engagement Services corresponding to the purchased tier described in the applicable Quote.

(b) Conduct kickoff and ongoing engagement meetings to support learner adoption and utilization.

(c) Provide reporting, newsletters, contests, or other deliverables as outlined in the applicable tier description.

(d) Provide a designated Engagement Manager or equivalent support representative for the term.

(e) Make reasonable efforts to align engagement activities with Customer's business objectives and learner availability.

(f) Deliver Engagement Services in accordance with commercially reasonable efforts and within stated frequency caps.

4.1 Essential Engagement Services

(a) Initial Audit & Program Design: Up to three (3) virtual meetings per term.

(b) Reporting Support: Up to three (3) custom reports per month, with up to three (3) revisions per report.

(c) Usage-Based Emails: Up to three (3) automated emails active at any time, with one (1) new email per month after the first ninety (90) days.

(d) Learner Communication: Responses during business hours with a twelve (12) business-hour target response time.

(e) Resource Library Management: Quarterly updates.

(f) Incentives & Contests: Up to twelve (12) contests per year; no more than two (2) active at any time. Gift card costs billed separately.

4.2 Enhanced Engagement Services

Includes all Essential Engagement Services, plus:

(a) Custom Learner Training Plans: Up to three (3) per term, delivered within one hundred twenty (120) days of launch.

(b) Admin Outreach Emails: One (1) per week.

(c) Learning Community: One (1) group with up to eight (8) subchannels, moderated during business hours.

- (d) Monthly Newsletter: One (1) per calendar month.
- (e) NPS Detractor Outreach: One (1) follow-up email per identified detractor.
- (f) Role-Specific Learning Paths: Up to eight (8) per term, with up to three (3) modifications per path.
- (g) Admin/Stakeholder Enablement: Up to ten (10) locations, each receiving weekly cascading communications.

4.3 Premier Engagement

Includes all Enhanced Engagement Services, plus:

- (a) Admin Onboarding: One (1) new admin onboarding session per calendar quarter.
- (b) Administrative Guidebook & FAQs: One (1) initial set of documents, with up to two (2) major revisions annually.
- (c) Roster Management: One (1) roster update per month, based on Customer-provided data.
- (d) Office Hours: Two (2) hours per month of virtual support (weekly or bi-weekly).
- (e) Learner Onboarding: One (1) onboarding cycle per cohort, up to three (3) group sessions per year.
- (f) SMS Reminders: One (1) reminder per learner per week, delivered via IPL's SMS platform.

5. Out of Scope

The following are outside the scope of Engagement Services unless separately quoted:

- (a) Platform implementation, technical configuration, or custom API work.
- (b) In-person consultations or training sessions.
- (c) Custom content or video-based materials.
- (d) Direct LMS/HRIS integrations for roster management.
- (e) Procurement or management of physical prizes.
- (f) 24/7 moderation or one-on-one learner mentorship.
- (g) Technical support for LMS/SCORM issues or platform bugs unrelated to Engagement Services.

6. Optional Add-Ons

Additional paid services may be quoted separately, including but not limited to:

- (a) Paid integrations with HRIS or LMS systems.
- (b) Additional newsletters, contests, or reports.
- (c) Expanded training or consulting hours.
- (d) Custom content creation or program design.
- (e) Learner support or apprenticeship-related engagement services.

7. Customer Obligations

Customer will:

- (a) Designate primary contacts for IT, administration, and escalation.

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- (b) Provide timely access to necessary systems, data, and personnel.
- (c) Attend scheduled meetings and engagement reviews.
- (d) Provide accurate learner and administrative data.
- (e) Establish and communicate reasonable on-the-clock training hours for learners.
- (f) Provide at least twenty-four (24) hours' notice to reschedule meetings; missed or repeatedly rescheduled meetings without notice may be deemed delivered.

8. Intellectual Property & Data

- (a) All deliverables, reports, templates, strategies, and communications created by IPL remain IPL's intellectual property.
- (b) Customer is granted a limited, non-transferable license to use such materials internally during the Subscription Period.
- (c) Customer data remains Customer's property. IPL may use such data solely to deliver the Engagement Services.
- (d) Customer is responsible for ensuring the accuracy and legality of all provided data.

9. Expiration and Renewal of Services

- 9.1 Any unused deliverables (e.g., contests, newsletters, onboarding sessions, or reports) expire at the end of the Engagement Services term and do not carry forward into renewals.
- 9.2 Renewal, expansion, or modification of Engagement Services requires a new Quote.
- 9.3 Renewed or upgraded service tiers will commence on the Subscription Period renewal date unless otherwise agreed in writing.

10. Limitations of Liability

- 10.1 In addition to the limitations set forth in the general Terms and Conditions, IPL's aggregate liability for Engagement Services shall not exceed the total fees paid for such Services in the twelve (12) months preceding the claim.
- 10.2 IPL shall not be liable for indirect, incidental, consequential, or punitive damages, including lost profits, lost data, or business interruption.

11. 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 engagement-related services and Quotes.

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12. Contact Information

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