

INTERPLAY LEARNING, INC.

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is made and entered into as of the date last signed (the “Effective Date”) by and between Interplay Learning, Inc., a Delaware corporation, and the party set forth in the signature block.

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and benefit (the “Purpose”). In connection with the Purpose, each party may disclose to the other party certain confidential technical and business information that the disclosing party desires to treat as confidential.

2. **“Confidential Information”** means any information disclosed by either party to the other party, either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

3. **Exceptions.** Notwithstanding Section 2, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

4. **Permitted Use.** The receiving party may only use the disclosing party's Confidential Information in connection with the Purpose for the mutual benefit of both parties. The receiving party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the disclosing party's Confidential Information unless written consent for such actions is received from the disclosing party. If such a prohibition is not permitted

pursuant to applicable law, the receiving party shall provide the disclosing party written notice prior to undertaking any such reverse engineering, and shall give the disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. Neither party shall make any copies of the other party's Confidential Information unless the disclosing party previously approves the same in writing. Each party shall reproduce the other party's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. **Maintenance of Confidentiality.** The receiving party will maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to employees or to any third parties except to the receiving party's employees who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein.

6. **AI Training Restriction.** Notwithstanding any other provision of this Agreement, the receiving party agrees that no Confidential Information obtained from Interplay Learning, Inc., including any data, metadata, or derivative works thereof, shall be used, directly or indirectly, to train, fine-tune, or otherwise develop any artificial intelligence or machine learning models, algorithms, or systems. This restriction applies regardless of whether such models are proprietary or third-party, and regardless of whether the data is anonymized, aggregated, or otherwise transformed. The receiving party shall ensure that all personnel and contractors with access to such Confidential Information are informed of and comply with this restriction.

7. **Disclosure Required by Law.** In the event the receiving party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and

circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief from the proper authority. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

8. **Duration of Protection.** The obligations set forth herein with respect to the disclosing party's Confidential Information shall be protected by this Agreement until such information is no longer Confidential Information because it is covered by an exception set forth in Section 3.

9. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of one (1) year. Thereafter, the Agreement shall automatically renew for additional automatic one (1) year terms if any Confidential Information has been exchanged within three (3) months preceding the renewal date. Otherwise, the agreement shall expire. Upon expiration or termination of this Agreement, this Agreement shall survive to the extent necessary to protect Confidential Information exchanged during the term of the Agreement pursuant to Section 8.

10. **No Obligation.** Nothing herein shall obligate either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time.

11. **Ownership and No License.** All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

12. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY

EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Return of Materials.** All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly returned to the disclosing party upon the disclosing party's request.

14. **No Export.** Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

15. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the disclosing party and the disclosing party's business, and expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

16. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in Austin, Texas and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited

assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement shall bind and inure to the benefit of the parties and their

successors and permitted assigns. This Agreement may be executed in two identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart.

The parties have executed this Agreement as of the Effective Date.

Interplay Learning, Inc.

(Company Name – if on behalf of an entity)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title – if on behalf of an entity)

1717 W. 6th St., Suite 405

(Address)

Austin, Texas 78703

(City, State, Zip)

(Date)

(Date)