
Skills Verification & Skills Gap Analysis

SUPPLEMENTAL TERMS

1. Applicability; Incorporation; Scope

1.1 These Supplemental Terms (“Supplemental Terms”) apply solely to Customer’s access to and use of Interplay Learning’s Skill Verification and Skill Gap Analysis, and any related assessment and reporting functionality associated with such offerings.

1.2 These Supplemental Terms are incorporated into and form part of the Agreement. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1.3 In the event of any conflict between these Supplemental Terms and the Agreement, these Supplemental Terms shall control solely with respect to the Skill Verification and Skill Gap Analysis. All other terms and conditions of the Agreement shall remain in full force and effect.

1.4 For the avoidance of doubt, the Skill Verification and Skill Gap Analysis are Interplay Learning Services as defined in the Agreement, and all provisions of the Agreement applicable to Interplay Learning Services apply to the Skill Verification and Skill Gap Analysis except as expressly modified herein.

2. Nature of the Skill Verification and Skill Gap Analysis

2.1 The Skill Verification and Skill Gap Analysis consist of software-enabled assessments, simulations, evaluations, and related reporting outputs that generate data regarding user interactions within controlled or structured environments.

2.2 The Skill Verification and Skill Gap Analysis produce outputs that include, without limitation, scores, pass/fail indicators, step-level data, performance metrics, and analytical reports (collectively, “Outputs”).

2.3 Customer acknowledges that all Outputs:

(a) are derived from interactions within predefined, controlled, or simulated conditions; and (b) constitute informational data only.

2.4 The Skill Verification and Skill Gap Analysis do not measure, observe, or evaluate performance in actual work environments, and do not account for real-world conditions, including without limitation equipment variability, environmental factors, supervision, or human factors.

3. No Certification; No Qualification; No Licensing; No Authorization

3.1 The Skill Verification and Skill Gap Analysis do not provide, and shall not be construed as providing, any certification, license, credential, endorsement, or formal qualification of any individual.

3.2 The Skill Verification and Skill Gap Analysis do not establish, determine, or verify that any individual:

(a) is qualified, competent, or capable of performing any job, task, or function; (b) is safe to perform any job, task, or function; (c) meets any minimum standard of performance required by Customer, any third party, or any applicable law, regulation, or industry standard; or (d) is authorized to perform any work or access any jobsite, equipment, or environment.

3.3 No Output generated by the Skill Verification and Skill Gap Analysis shall be deemed, interpreted, or relied upon as:

(a) a certification of skill, knowledge, or competency; (b) a determination of job readiness or work readiness; (c) evidence of compliance with any regulatory, safety, or training requirement; or (d) a substitute for any credential, license, or qualification required under applicable law or by any third party.

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3.4 The Skill Verification and Skill Gap Analysis are not accredited, approved, or endorsed by any regulatory authority, licensing body, or standards organization unless expressly stated in a separate written agreement executed by Interplay Learning.

3.5 Customer shall not, and shall ensure that its Affiliates, Users, contractors, and any third parties do not:

- (a) represent that the Skill Verification and Skill Gap Analysis or any Outputs constitute certification, qualification, or licensing;
- (b) represent that any individual has been “verified,” “qualified,” “certified,” or “approved” to perform work based solely on Outputs; or
- (c) use Outputs in any manner that would reasonably imply that Interplay Learning has made any determination described in this Section.

4. No Replacement for Independent Evaluation, Supervision, or Compliance Obligations

4.1 The Skill Verification and Skill Gap Analysis are not a substitute for, and shall not replace, any of the following:

- (a) employer-directed or employer-provided training programs;
- (b) in-person, field-based, or hands-on evaluations of individuals;
- (c) supervision, oversight, or managerial review of personnel;
- (d) safety programs, safety protocols, or hazard mitigation practices; or
- (e) compliance with applicable laws, regulations, codes, or industry standards.

4.2 Customer acknowledges and agrees that it is solely responsible for:

- (a) establishing and enforcing all qualification, certification, and competency standards applicable to its workforce;
- (b) determining whether any individual is permitted to perform any task or access any work environment;
- (c) ensuring that all individuals comply with applicable safety requirements, including without limitation OSHA or equivalent regulatory frameworks;
- (d) implementing and maintaining appropriate supervision, inspection, and verification processes; and
- (e) complying with all applicable employment, labor, safety, and regulatory obligations.

4.3 Customer shall not rely on the Skill Verification and Skill Gap Analysis or any Outputs as the sole or primary basis for:

- (a) determining whether an individual is qualified to perform any task;
- (b) authorizing an individual to perform work in any environment;
- (c) satisfying any regulatory or compliance requirement; or
- (d) making any safety-related determination.

4.4 Customer acknowledges that failure to conduct independent evaluation, supervision, and compliance activities may result in injury, damage, or regulatory violations, and Customer assumes all risk associated with such failure.

4.5 Nothing in the Skill Verification and Skill Gap Analysis or any Output shall be deemed to modify, reduce, or satisfy any obligation of Customer under applicable law, including without limitation obligations relating to workplace safety, employee training, certification, or supervision.

7. Simulation and Assessment Limitations

7.1 The Skill Verification and Skill Gap Analysis include assessments that may be delivered through simulated environments, structured scenarios, interactive workflows, multiple-choice questions, image-based selections, matching exercises, or other predefined formats.

7.2 Customer acknowledges that such assessments:

- (a) are conducted within controlled, designed, or simulated environments;
- (b) rely on predefined logic, conditions, and evaluation criteria; and
- (c) do not replicate actual jobsite conditions or real-world variability.

7.3 The Skill Verification and Skill Gap Analysis do not account for, and Outputs do not reflect, real-world factors, including without limitation: (a) environmental conditions, including weather, lighting, noise, or physical surroundings; (b) equipment variability, including differences in models, configurations, maintenance conditions, or operational states; (c) human factors, including fatigue, stress, distraction, physical capability, or cognitive load; (d) supervision, team dynamics, or communication conditions; or (e) time pressure, emergency conditions, or unforeseen events.

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7.4 Customer acknowledges that:

(a) simulated performance may differ materially from real-world performance; and (b) an individual's ability to interact successfully within an assessment does not establish the individual's ability to perform tasks under actual working conditions.

7.5 Interplay Learning makes no representation or warranty that any assessment format, including simulation-based or non-simulation-based components, accurately reflects real-world task execution or outcomes.

8. Not a Safety-Critical System

8.1 The Skill Verification and Skill Gap Analysis are not designed, intended, tested, or certified for use in safety-critical, hazardous, or high-risk environments.

8.2 Customer shall not use, and shall ensure that its Affiliates, Users, and contractors do not use, the Skill Verification and Skill Gap Analysis as the sole or determinative basis for: (a) authorizing individuals to perform hazardous or safety-sensitive work; (b) granting access to worksites, equipment, or environments where failure could result in injury, death, property damage, or environmental harm; (c) satisfying safety certification, compliance, or regulatory approval requirements; or (d) making any decision where human safety is dependent on the accuracy or completeness of Outputs.

8.3 Customer acknowledges that reliance on the Skill Verification and Skill Gap Analysis in safety-critical contexts without independent validation may result in serious harm, and Customer assumes all risk associated with such use.

8.4 For the avoidance of doubt, the Skill Verification and Skill Gap Analysis are not a substitute for:

(a) safety training programs; (b) safety inspections; (c) hazard assessments; or (d) regulatory compliance processes.

9. Customer Obligations Regarding Use of Skill Verification and Skill Gap Analysis

9.1 Customer shall use the Skill Verification and Skill Gap Analysis in a manner consistent with:

(a) applicable laws and regulations; (b) industry standards; and (c) the terms of the Agreement and these Supplemental Terms.

9.2 Customer shall implement and maintain independent processes for:

(a) evaluating employee and contractor competency; (b) verifying qualifications and certifications; (c) supervising personnel; and (d) ensuring compliance with all applicable safety and regulatory requirements.

9.3 Customer shall ensure that:

(a) all Outputs are reviewed and interpreted by qualified personnel; and (b) Outputs are used only as one component of a broader evaluation framework.

9.4 Customer shall not:

(a) rely exclusively on Outputs when making employment, operational, or safety decisions; (b) use Outputs in a manner that could reasonably be expected to result in unsafe conditions; or (c) represent Outputs as definitive determinations of skill, competence, or readiness.

9.5 Customer shall be responsible for:

(a) all actions taken or not taken based on Outputs; and (b) all consequences arising from such actions or inactions.

10. Third-Party Reliance; Use of Outputs

10.1 Customer shall not provide, disclose, or distribute Outputs to any third party in a manner that:

(a) represents or implies that such Outputs constitute certification, qualification, or authorization; or (b) permits such third party to rely on Outputs as the sole basis for determining competency, safety, or readiness.

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10.2 To the extent Customer shares Outputs with any third party, Customer shall ensure that such third party is informed that:

(a) the Skill Verification and Skill Gap Analysis are evaluation tools only; and (b) Outputs are subject to the limitations set forth in these Supplemental Terms.

10.3 Customer assumes all risk associated with any third-party reliance on Outputs, whether or not such reliance was authorized by Customer.

10.4 Customer's indemnification obligations under Section 12 of the Agreement shall apply to any claims arising out of or related to third-party reliance on Outputs in violation of this Section.

11. Disclaimer — Skill Verification and Skill Gap Analysis The disclaimers set forth in Section 11 of the Agreement apply to the Skill Verification and Skill Gap Analysis and all Outputs. Without limiting the foregoing, Interplay Learning makes no representation or warranty that the Skill Verification and Skill Gap Analysis or any Outputs: (a) measure or evaluate actual job performance; (b) determine competency, capability, or readiness; (c) reflect or predict real-world performance; (d) satisfy any regulatory, legal, or compliance requirement; or (e) provide a sufficient basis for making employment, operational, or safety decisions. Customer acknowledges that any reliance on the Skill Verification and Skill Gap Analysis or Outputs for purposes of workforce qualification, safety determination, or operational decision-making is undertaken at Customer's sole risk and Customer retains full responsibility for all resulting decisions and outcomes.

12. Indemnification — Skill Verification and Skill Gap Analysis

Customer's indemnification obligations under Section 12 of the Agreement expressly include, without limitation, any Claims arising out of or relating to: (a) Customer's use of, reliance on, or interpretation of the Skill Verification and Skill Gap Analysis or any Outputs; and (b) any decisions, actions, or omissions by Customer or any third party based on such Outputs, including without limitation decisions relating to workforce qualification, task assignment, safety, or work authorization. For the avoidance of doubt, such Claims include, without limitation, Claims arising from Customer's failure to conduct independent evaluation, supervision, or compliance activities as required under these Supplemental Terms.

13. Limitation of Liability — Skill Verification and Skill Gap Analysis

13.1 Customer acknowledges that Interplay Learning does not control, supervise, or direct Customer's workforce, operations, or decision-making processes, and is not responsible for any outcomes arising therefrom.

13.2 All use of Skill Verification and Skill Gap Analysis, and any related Outputs, and any decisions made based thereon, are at Customer's sole risk.

13.3 Any liability arising out of or relating to the use of Skill Verification and Skill Gap Analysis, or Outputs shall be subject to the limitations and exclusions set forth in Section 13 of the Agreement.