



24-03 Addendum 4 Interplay Learning Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Interplay Learning Information

Contact: Tiff
Address: 1717 W 6th St. suite 405
austin, TX 78703
Phone: (512) 291-1474
Email: twales@interplaylearning.com
Web Address: www.interplaylearning.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tiff Wales
Signature

twales@interplaylearning.com
Email

Submitted at 6/13/2024 01:21:08 PM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

RFP # 24-03 Offer and Contract
Signature Form - signed.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

RFP # 24-03 Appendix B Terms &
Conditions Acceptance Form
(2).pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgment and Acceptance
of Region 4 ESCs Open Records
Policy signed.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

R4 Pricing (2).pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

Trades Training for R4 Value
Add.pptx (1).pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

[UPDATED] T&Cs Interplay
Learning _ MSA _ SOW.pdf

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Antitrust Certification Statements -
TS signed.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Form 1295 Certificate 101146238
(4).pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Texas Government Code 2270
Verification Form - signed.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report.

DUNN & Bradstreet Report_2024-06.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications

RFP # 24-03 OMNIA Partners -
Exhibit F Federal Funds
Certifications - signed.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

RFP # 24-03 OMNIA Partners -
Exhibit G New Jersey Business
Compliance Forms (1).pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 Is pricing available for all products and services?

- Yes
 No

6 Describe any shipping charges (where applicable).

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

The digital product requires no freight payments.

7 Provide pricing for warranties on all products and services.

No warranties are available for purchase.

8 Describe any return or restocking fees.

There are not any restocking fees.

9 Describe customer fulfillment process.

Customer agrees to payment, an administrator is determined and provided access to the training platform.

10 Discounts or Rebates

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Pricing agreements are subject to discounts and rebates based on scale of guaranteed spend.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Customers will confirm with their account executive that customer is an Omnia Coop Member verbally or in writing. Agreements will reflect Omnia preferred pricing.

1 2	<p>Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.</p>
	<p>Interplay accepts checks, creditcard, bank transfers, pcards with no additional fees. Interplay Learning uses NetSuite and Versa Pay for invoicing and online payments. Invoices are generated via Netsuite: Oracle NetSuite issues reports upon the completion of periodic SOC 1 Type II and SOC 2 Type II audits and is certified for PCI DSS and ISO 27001:2013. Oracle NetSuite has defined its information security management system in accordance with NIST 800-53 and ISO 27000 series standards. Oracle NetSuite's SOC 1 Type II and SOC 2 Type II audits are prepared and audited by independent third-party auditors. A SOC 1 Type II audit is essential to meeting the reporting requirements of Section 404 of Sarbanes-Oxley relating to the effectiveness of internal controls for financial reporting. A SOC 2 Type II audit reports on controls that directly relate to the security, availability and confidentiality of services organizations. The PCI DSS security standard is designed to ensure that companies p</p>
1 3	<p>Frequency of Pricing Updates</p> <p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.</p> <p>The pricing offered will not change for the duration of the anticipated agreement.</p>
1 4	<p>Future Product Introductions</p> <p>Describe how future product introductions will be priced and align with Contract pricing proposed.</p> <p>The pricing proposal for OMNIA is reflective of current and future course offerings in the HVAC, Plumbing, Electrical, Facilities Maintenance, Construction trades training areas.</p>
1 5	<p>Not to Exceed Pricing</p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>
1 6	<p>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
1 7	<p>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.</p>
1 8	<p>Appendix D, Exhibits F and G</p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>
1 9	<p>Emergency Orders</p> <p>Describe how Offeror responds to emergency orders.</p> <p>Interplay Learning acts in accordance with any lawful/governing emergency orders and provides timely responses to urgent requests 224/48 hours.</p>
2 0	<p>What is Offeror's average Fill Rate?</p> <p>NA digital product</p>

2 1	<p>What is Offeror's average on time delivery rate?</p> <p>Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>24/48 hours</p>
2 2	<p>Describe Offeror's return and restocking policy.</p> <p>None</p>
2 3	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>NA digital product</p>
2 4	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Interplay Learning has support services directly via its platform or by emailing/calling support Monday - Friday 9am-5pm central time. The average response time is 1 hour, US based support. A support ticket tracking system is used to assign and monitor all incoming requests.</p>
2 5	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Interplay accepts checks, creditcard, bank transfers, pcards with no additional fees. Interplay Learning uses NetSuite and Versa Pay for invoicing and online payments. Invoices are generated via Netsuite: Oracle NetSuite issues reports upon the completion of periodic SOC 1 Type II and SOC 2 Type II audits and is certified for PCI DSS and ISO 27001:2013. Oracle NetSuite has defined its information security management system in accordance with NIST 800-53 and ISO 27000 series standards. Oracle NetSuite's SOC 1 Type II and SOC 2 Type II audits are prepared and audited by independent third-party auditors. A SOC 1 Type II audit is essential to meeting the reporting requirements of Section 404 of Sarbanes-Oxley relating to the effectiveness of internal controls for financial reporting. A SOC 2 Type II audit reports on controls that directly relate to the security, availability and confidentiality of services organizations. The PCI DSS security standard is designed to ensure that companies p</p>
2 6	<p>Describe Offeror's contract implementation/customer transition plan.</p> <p>Post agreement signing, the client is given access to the training platform within 24-48 hours, a dedicated Customer Success Account manager is assigned based on the account size, and an onboarding/strategy session is scheduled with the client admin/leadership team. After the meeting, a recap of goals and critical dates are identified. The admins and core management team are trained on best practices and assist with content/curriculum mapping. A learner onboarding date is determined and scheduled. The learners are added to the digital training platform and onboarded via a virtual session. The account manager guides the end learner on how to use the program. If the client has an existing LMS they would like to use, an implementation project manager and the account manager are assigned to assist with integration.</p>
2 7	<p>Describe the financial condition of Offeror.</p> <p>Interplay Learning is in positive financial condition with year over year growth.</p>
2 8	<p>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.</p> <p>www.interplaylearning.com Interplay Learning is an online training platform designed to offer hands-on training for various skilled trades through immersive simulations and interactive content. It's primarily aimed at industries such as HVAC, electrical, plumbing, solar, and facility maintenance. Here's a detailed breakdown of its ease of use, functionality, and capabilities: 1. Ease of Use User Interface (UI): Interplay Learning features a clean and intuitive interface that makes navigation straightforward. The dashboard is well-organized, allowing users to easily access their courses, track progress, and find relevant resources. Accessibility: The platform is designed to be accessible on multiple devices, including desktops, tablets, and smartphones. This flexibility allows users to learn anytime and anywhere. Onboarding Process: New users are guided through an easy onboarding process, with tutorials and tooltips explaining how to use the platform. This helps reduce the learning c</p>

2
9 Describe the Offeror's safety record.

Effective Training Programs: Ongoing Safety Training: Employees receive regular safety training tailored to their specific roles, ensuring they understand and can apply safety protocols effectively. New Employee Orientation: Comprehensive safety orientation programs are in place for new hires to familiarize them with the company's safety culture and practices. Strong Safety Culture: Management Commitment: Leadership demonstrates a strong commitment to safety, fostering a culture where safety is a core value. Employee Involvement: Employees at all levels are encouraged to participate in safety initiatives and have a say in improving workplace safety.

3
0 Provide a brief history of the Offeror, including year it was established and corporate office location.

Since 2016, Austin-based Interplay Learning has been building better training, better careers and better lives for our customers and their employees. Our award-winning online and VR training for the essential skilled trades is scalable and more effective than traditional training methods. By leveraging our immersive learning platform, SkillMill, our customers are able to train and practice hands-on learning from any device or in virtual reality. The result is a highly trained employee who is job-ready in weeks, not years. The company is headquartered in Austin Texas!

3
1 Describe Offeror's reputation in the marketplace.

Interplay Learning has garnered a strong reputation in the marketplace, particularly within the vocational training and skilled trades sectors. Here's an in-depth look at the company's reputation, highlighting its strengths and the reasons why it stands out: 1. Industry Leadership and Innovation Pioneering Virtual Training: Interplay Learning is widely recognized as a pioneer in leveraging virtual reality (VR) and 3D simulation technology to deliver hands-on training. This innovation allows users to practice real-world skills in a safe, controlled environment, significantly enhancing learning outcomes. Tech-Forward Approach: The company's use of cutting-edge technology sets it apart from traditional training providers. Their focus on immersive learning experiences is highly valued in industries where hands-on experience is critical. Industry Recognition and Awards Accolades and Certifications: Interplay Learning has received multiple awards for its innovative approach to training. No

3
2 Describe Offeror's reputation of products and services in the marketplace.

High Customer Satisfaction: Reviews from users consistently highlight the platform's effectiveness, with many noting significant improvements in their skills and confidence after using the training modules. Engagement and Retention: Learners appreciate the interactive nature of the simulations, which makes the training more engaging and helps with retention of complex concepts. This engagement translates into better learning outcomes and higher satisfaction. Skill Development: Companies using Interplay Learning report improved workforce skills and productivity. The platform is seen as a valuable tool for upskilling and reskilling employees, which is crucial in industries facing labor shortages. Return on Investment: Businesses often cite a strong ROI from using Interplay Learning's services, as the platform helps reduce training costs, minimize downtime, and enhance the competency of their workforce.

3
3 Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Interplay Learning is the sole provider/distributor of its product.

3
4 Describe the experience and qualifications of key employees.

Doug Donovan - Co-Founder and CEO Background and Experience: Doug Donovan co-founded Interplay Learning in 2015, bringing with him over 20 years of experience in entrepreneurship and business development. He has a strong track record in leading and growing companies focused on technology and education. Qualifications: Donovan holds an MBA from the University of Texas at Austin, which provided a solid foundation for his strategic and operational leadership. His vision and leadership have been instrumental in positioning Interplay Learning as a leader in immersive learning technologies. Rogan Griffin - Chief Technology Officer at Interplay Learning Rogan Griffin is the Chief Technology Officer (CTO) at Interplay Learning, a company renowned for its immersive online and VR training solutions for skilled trades such as HVAC, plumbing, and electrical work. Griffin's background is marked by extensive experience in both technology and leadership roles, making him a key figure in driving I

35 Describe Offeror's experience working with the government sector.
Interplay Learning has collaborated with the Texas Workforce Commission (TWC) to support workforce development initiatives. Their platform is used to provide critical training in trades such as HVAC, electrical, and plumbing, which are essential for economic growth and community well-being. Interplay Learning works with community colleges, schools, libraries, work force development programs to integrate their training solutions into curricula for vocational and technical education. These collaborations are often supported by government funding aimed at improving educational outcomes and providing students with practical, job-ready skills. Additionally, Interplay Learning has worked with government and military agencies to train up their facilities maintenance teams.

36 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
non applicable

37 Indicate if Offeror is licensed to do business in all 50 states.
 Yes
 No

38 Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.
Interplay Learning has successfully secured funding and formed strategic partnerships with government entities. These collaborations often involve grants and contracts that require a deep understanding of government procurement processes and compliance requirements, follows all procurement needs and is compliant with government and technical regulatory requirements.

39 References
Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
Peterman Plumbing and HTG Inc, Chris Evers, Director of Training and Development, 300+ learners, Indiana customer since 2021, cevers@petermanhvac.com. Lincoln Property Company, Nicole Moss, National Learning and Development, 1500+ learners, Dallas HQ with National Reach, 2020, nmoss@lpsi.com Edward Rose & Sons, Ted Wenzlick, Director of Learning and Development, 1000+ learners, Michigan HQ with National Reach, 2020, ted_wenzlick@edwardrose.com The Michaels Organization, Tyler Davidson, National Director of Facilities, 300+ learners, New Jersey HQ with National Reach, 2020, tdavidson@tmo.com College of Desert, Chris Arbuckle, Faculty, 77 learners, California, 2020 carbuckle@collegeofthedesert.edu 760-668-2755 Arista Air, Vincent Eckerson, Vice President, 36 learners, New York, 2020, veckerson@aristair.com, 718-706-4423 Dual Temp, Dakota Brown, Manager, learners, Pennsylvania, 2019, dakotabrown@dualtemp.com J.C.Hart, Tracie Kraft, Operations Program Manager, 50+ learners, tracie@homeisjchart.com College of Western Idaho, Jill Aldrich, Development Specialist, 150+ learners, 2022 jillaldrich@cw.edu, Texas A&M, Roger Hermeling, Director of Training and Procedure, 200+ Learners, 2023 roger.hermeling@sscserv.com

40 Value Add
Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
10% off regular pricing for team and educational accounts. Students gain confidence and skills before working on real equipment, Life-like troubleshooting promotes critical thinking, Safe, structured environment to make mistakes, Competitive and game-like for increased engagement, auto graded assessments for prescriptive training, Space savings, Reduced equipment and material costs, access to broad range of equipment and teach scenerios, robust reporting and accountability checks, safety compliance with regulatory trades organizations

41 Competitive Range
It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

**4
2 Past Performance**
An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

**4
3 Additional Investigations**
Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

**4
4 Pricing Commitment**
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.
 Yes
 No

**4
5 Supplier Response**
Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**4
6 Brief history and description of Supplier to include experience providing similar products and services.**
Austin-based Interplay Learning is the industry leader in immersive training solutions for the skilled trades. Interplay's acclaimed career development platform enables rapid upskilling and empowers new technicians to be job-ready within weeks, not years. Featuring hands-on 3D simulations, expert-led videos, knowledge checks, and personalized learning paths, Interplay's platform is more scalable and engaging than traditional learning. Leveraging advanced technologies like AI and VR, Interplay is reshaping the future of skilled trades training and development, delivering highly effective learning experiences that result in better careers and better lives.

**4
7 Total number and location of salespersons employed by Supplier.**
Austin-based Interplay Learning includes 30-40 remote sales representatives for various markets

**4
8 Number and location of support centers (if applicable) and location of corporate office.**
Austin-based Interplay Learning includes a network of 50+ remote support representatives.

**4
9 Annual sales for the three previous fiscal years.**
\$8325479

**5
0 Annual sales for the three previous fiscal years.**
\$12926962

**5
1 Annual sales for the three previous fiscal years.**
\$20334426

**5
2 Describe any green or environmental initiatives or policies.**
NA

5 3	Diversity Programs Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. <input type="text" value="NA"/>
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5 4	Minority Women Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5 5	If yes, list certifying agency: <input type="text" value="No response"/>
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5 6	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5 7	If yes, list certifying agency: <input type="text" value="No response"/>
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5 8	Historically Underutilized Business (HUB) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5 9	If yes, list certifying agency: <input type="text" value="No response"/>
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6 0	Historically Underutilized Business Zone Enterprise (HUBZone) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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6 1	If yes, list certifying agency: <input type="text" value="No response"/>
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6 2	Other recognized diversity certificate holder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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6 3	If yes, list certifying agency: <input type="text" value="No response"/>
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6 4	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. <input type="text" value="NA"/>
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6 5	<p>Describe how supplier differentiates itself from its competitors.</p> <p>Interplay Learning is better than traditional training alone and other digital alternatives because of engaging 3D simulations and immersive VR that takes hands-on training and safety to the next level. Our product is the only interactive simulated environment completely proprietary in its content. Over 1,000 companies, schools, and nonprofits build their skilled trades programs with Interplay Learning Over 130,000 learners take skilled trades courses Gain CEUs and prepare for widely-recognized certification exams and accreditations like EPA 608 and OSHA 10, NATE, IACET, HBI, US Department of Labor, PHCC and more</p>
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6 6	<p>Litigation, Bankruptcy or reorganization</p> <p>Describe any present or past litigation, bankruptcy or reorganization involving supplier.</p> <p>NA</p>
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6 7	<p>Felony Conviction Notice</p> <p>Indicate if the supplier:</p> <ul style="list-style-type: none"> • is a publicly held corporation and this reporting requirement is not applicable; • is not owned or operated by anyone who has been convicted of a felony; or • is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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6 8	<p>Debarment or suspension actions</p> <p>Describe any debarment or suspension actions taken against supplier.</p> <p>NA</p>
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6 9	<p>Distribution, Logistics</p> <p>Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.</p> <p>Digital Product Offering: Initial Skills Assessment: customized training path for every tech-based on skills assessment results Courses in HVAC, Plumbing, Electrical, Facilities Maintenance, Safety, and more Unlimited access to any existing and future courses Over 650 hours of coursework, simulations, and assessments Over 200 troubleshooting scenarios NATE and NABCEP CEUs Full Course Catalog - scroll down to see courses In Current Production All-access via PC, iPad/Android tablet, and Virtual Reality Compatible but not required Admin Portal Review every techs progress and results Assign courses and deadlines Create custom Learning Paths for your technicians - Ex. EPA Certification or Annual Safety Training Onboarding process with a live Interplay Learning rep A dedicated Account Manager for additional assistance</p>
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7 0	<p>Distribution</p> <p>Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.</p> <p>Interplay Learning is a digital platform delivered via the internet anywhere Access a wide selection of technical learning content in one place - your choice of inside your LMS with your existing content, or inside of our proprietary platform, "SkillMill."</p>
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7 1	<p>Distribution</p> <p>Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.</p> <p>Omnia Partner pricing will only be available through membership qualifications and verification of Omnia membership.</p>
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**7
2** **Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

NA

**7
3** **Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Business Professional Services: Implementation resources, training services, customer success support available from a network of 150+ employees Implementation resources include access to an assigned Interplay implementation representative to work with your company to strategically plan any or all of your pilot, rollout, train your employees, advise the technical needs and enable your firm for launch. Customer success resources will assist your firm with all reasonable business needs after Interplay has been implemented. These business needs include adoption best practices, adding or removing licenses, and other day to day user or administrator needs.

**7
4** **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Leadership public endorsement of award via press release, social media, podcast announcements and website promotion with partner collaboration and approval Include one sheet boilerplate for messaging and product understanding Series of webinar and virtual information sessions highlighting product use case, features and benefits of end users Product tours and sandbox environments provided for OMNIA network for maximum product understanding Menu pricing for quick qualification and evaluation for OMNIA's network

**7
5** **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;

- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Ninety-Day Marketing Plan for Master Agreement Day 1 - 30: Initial Preparation and Announcement Week 1-2: Internal Alignment and Preparation Internal Kickoff Meeting: Schedule an internal meeting with key stakeholders from marketing, sales, customer service, and legal departments to align on goals, roles, and responsibilities. Review the Master Agreement in detail to ensure a thorough understanding of all terms, conditions, and benefits. Resource Allocation: Assign dedicated personnel to manage the Master Agreement marketing and communication efforts. Establish a project timeline and task assignments. Co-Branded Press Release Development: Collaborate with OMNIA Partners to draft a co-branded press release. Obtain necessary approvals from both parties. Week 3-4: Announcement and Initial Outreach Press Release Distribution: Distribute the co-branded press release to targeted trade publications such as Government Procurement, Public Management, and Purchasing. Share the press release via Supplier's and OMNIA Partners' social media channels and email newsletters. Website Update: Create a dedicated OMNIA Partners homepage on the Supplier's website featuring: OMNIA Partners standard logo Copy of the original Request for Proposal Copy of the Master Agreement and any amendments Summary of products and pricing Marketing materials Electronic link to OMNIA Partners' website, including the online registration page A dedicated toll-free number and email address for OMNIA Partners inquiries Publish the Master Agreement details and contact information on the Supplier's website. Day 31 - 60: Marketing Material Development and Distribution Week 5-6: Marketing Material Creation Design Co-Branded Marketing Materials: Develop co-branded collateral and email templates highlighting the benefits of the Master Agreement. Ensure all materials align with the Suppliers' and OMNIA Partners' branding guidelines. Website Enhancements: Add detailed case studies, collateral pieces, and promotional content to the dedicated OMNIA Partners webpage. Ensure all links and contact information are functioning and up to date. Week 7-8: Marketing Material Distribution Distribute Marketing Materials: Send co-branded marketing materials to current Participating Public Agencies and existing Public Agency customers of the Supplier. Utilize email marketing campaigns to reach prospective Public Agencies nationwide. Post marketing materials on social media platforms and industry forums. Day 61 - 90: Trade Show Participation and Ongoing Promotion Week 9-10: Trade Show Preparation Commit to Trade Shows and Conferences: Evaluate national and regional trade shows and conferences for attendance such as the NIGP Annual Forum, NPI Conference, and Regional NIGP Chapter Meetings. Plan the logistics for attendance, including booth design, staffing, and promotional materials. Week 11-12: Ongoing Promotion and Advertising Develop a National and Regional Advertising: Evaluate advertisements in trade publications and online platforms to promote the Master Agreement. Continuous Engagement: Develop a schedule for ongoing marketing efforts, including regular email newsletters, social media updates, and case study publications. Maintain active engagement with Participating Public Agencies through webinars, workshops, and direct outreach. Throughout the Term of the Master Agreement Trade Show Participation: Attend, exhibit, and actively participate in the NIGP Annual Forum and evaluate other relevant events. Support OMNIA Partners for the promotion and marketing efforts at these events. Continuous Marketing: Regularly update the dedicated OMNIA Partners webpage with new content, case studies, and marketing materials. Ensure a consistent flow of promotional activities to keep the Master Agreement top of mind for Public Agencies.

7 Transition

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Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Contractor will review its current list of Public Agency customers. At least 30 days prior to each Public Agency existing customer renewal, Contractor will notify each customer of the existence of Master Agreement and use commercially reasonable efforts to inform the customer of the details of the Master Agreement and program. Customer may renew at their option with their existing contract or convert to the Master Agreement.

7 Logo

7

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- Yes
- No

78 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

Yes
 No

79 Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Yes
 No

80 Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

i. Executive Support Elias Tavez Chief Revenue Officer eli.tavez@interplaylearning.com 1-855-980-2525 ii. Marketing Emma Vas VP of Marketing emma.vas@interplaylearning.com 1-855-980-2525 iii. Sales Reid Fay Manager of Strategic Partnerships reid.fay@interplaylearning.com 209-481-2023 iv. Sales Support Tiff Wales Senior Account Executive twales@interplaylearning.com 512-291-1474 v. Financial Reporting Kyle Borque Sr. Staff Accountant kborque@interplaylearning.com 409-457-2155 vi. Accounts Payable Amy Moses Senior Accounting Manager Amy.Moses@interplaylearning.com 512-222-6685 vii. Contracts Tyler Swanson Vice President of Finance tswanson@interplaylearning.com ?303.718.6516

81 Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Elias Tavez Chief Revenue Officer eli.tavez@interplaylearning.com 1-855-980-2525 Eli oversees the sales organization which has 2 focused teams Commercial and Education/Workforce Development.

Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Collaboration Strategy Between Supplier's Sales Teams and OMNIA Partners

1. Initial Setup and Coordination

A. Establishing Communication Channels: Dedicated Points of Contact: Assign dedicated account managers from both Supplier's sales teams and OMNIA Partners to serve as primary points of contact. Regular Coordination Meetings: Schedule regular meetings (initially weekly or bi-weekly) to discuss strategy, share updates, and address any challenges.

B. Joint Strategic Planning: Goal Setting: Collaborate to set clear, measurable goals for the national program, including targets for outreach, lead conversion, and customer retention. Resource Allocation: Determine the allocation of resources, such as marketing budgets, sales personnel, and promotional materials, to support the program.

2. Implementation and Sales Initiatives

A. Joint Marketing Efforts: Co-Branded Campaigns: Develop and execute co-branded marketing campaigns, including email blasts, social media posts, and print advertisements, to promote the Master Agreement. Trade Show Participation: Coordinate participation in national and regional trade shows, ensuring both Supplier and OMNIA Partners are represented and can engage with prospective Public Agencies.

B. Sales Training and Enablement: Comprehensive Training Programs: Conduct joint training sessions to educate sales teams on the Master Agreement, its benefits, and how to effectively communicate these to potential clients. Sales Toolkits: Develop sales toolkits that include presentation decks, brochures, case studies, and FAQs to support sales teams in their outreach efforts.

3. Growth and Expansion

A. Lead Management and Follow-Up: Lead Sharing and Tracking: Implement a lead management system to track and share leads between Supplier's sales teams and OMNIA Partners. This system should facilitate timely follow-up and ensure no leads are lost. Performance Metrics: Establish key performance indicators (KPIs) to measure the success of lead conversion efforts, such as response time, follow-up frequency, and conversion rates.

B. Customer Engagement and Support: Joint Customer Virtual Visits: Plan and conduct joint visits to key Public Agencies to provide personalized support, address any concerns, and strengthen relationships. Customer Feedback Loop: Create a feedback loop where customer insights and suggestions are regularly collected and shared with both Supplier and OMNIA Partners to continuously improve the program.

4. Service and Maintenance

A. Ongoing Customer Support: Dedicated Support Teams: Establish dedicated support teams to handle inquiries, provide technical assistance, and resolve any issues faced by Public Agencies using the Master Agreement. 24/7 Support Channels: Provide multiple support channels, including a dedicated toll-free number and email address, to ensure Public Agencies can easily reach out for assistance.

B. Program Evaluation and Improvement: Regular Performance Reviews: Conduct quarterly performance reviews to assess the effectiveness of the program, identify areas for improvement, and make necessary adjustments. Continuous Training: Offer continuous training opportunities for sales teams to keep them updated on any changes to the Master Agreement, new product offerings, and best practices in cooperative procurement.

5. Reporting and Analytics

A. Data Sharing and Analysis: Shared Reporting Dashboards: Create shared reporting dashboards where both Supplier and OMNIA Partners can access real-time data on sales performance, lead conversion rates, and customer engagement metrics. Insightful Analytics: Utilize advanced analytics to gain insights into market trends, customer preferences, and the overall impact of the Master Agreement. Use these insights to inform future strategies and initiatives.

Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

B. Program Evaluation and Improvement: Regular Performance Reviews: Conduct quarterly performance reviews to assess the effectiveness of the program, identify areas for improvement, and make necessary adjustments. Continuous Training: Offer continuous training opportunities for sales teams to keep them updated on any changes to the Master Agreement, new product offerings, and best practices in cooperative procurement.

5. Reporting and Analytics

A. Data Sharing and Analysis: Shared Reporting Dashboards: Create shared reporting dashboards where both Supplier and OMNIA Partners can access real-time data on sales performance, lead conversion rates, and customer engagement metrics. Insightful Analytics: Utilize advanced analytics to gain insights into market trends, customer preferences, and the overall impact of the Master Agreement. Use these insights to inform future strategies and initiatives. By working closely with OMNIA Partners, Supplier's sales teams will ensure the successful implementation, growth, and servicing of the national program. This collaborative approach will leverage the strengths of both organizations to maximize the reach and effectiveness of the Master Agreement, ultimately benefiting Public Agencies nationwide.

**8
4** **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

United States Air Force 460,000 HBI 389,500 StrataTech 255,000 Lincoln Tech 187,600 Remington College 148,750 KCKCC Technical Education Center 115,625 College of Western Idaho 99,480 Mountainland Technical College 49,525 Davidson County Schools 45,938 Queens Public Library 40,000

**8
5** **System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Interplay Learning uses NetSuite and Versa Pay for invoicing and online payments. Invoices are generated via Netsuite: Oracle NetSuite issues reports upon the completion of periodic SOC 1 Type II and SOC 2 Type II audits and is certified for PCI DSS and ISO 27001:2013. Oracle NetSuite has defined its information security management system in accordance with NIST 800-53 and ISO 27000 series standards. Oracle NetSuite's SOC 1 Type II and SOC 2 Type II audits are prepared and audited by independent third-party auditors. A SOC 1 Type II audit is essential to meeting the reporting requirements of Section 404 of Sarbanes-Oxley relating to the effectiveness of internal controls for financial reporting. A SOC 2 Type II audit reports on controls that directly relate to the security, availability and confidentiality of services organizations. The PCI DSS security standard is designed to ensure that companies process, store and transmit payment card information in a secure environment. Oracle NetSuite's Attestation of Compliance (AOC) is prepared and issued by a PCI Qualified Security Assessor (QSA). The Texas Risk and Authorization Management Program (TX-RAMP) provides a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process, store, or transmit the data of a Texas state agency. Oracle NetSuite has a Level 1 certification status for this program. Customers can view and pay invoices via Versapay Collaborative AR. Security in Versapay Collaborative AR Versapay Collaborative AR has passed the most rigorous of security testing from external auditors to verify our security level meets the highest industry standards. Our systems are monitored and updated as needed to protect against any known security risks. In addition to the third-party testing, our internal security personnel use several risk assessment and security tools to monitor and maintain the security of our online systems. Versapay Collaborative AR is a certified PCI (Payment Card Industry) Level 1 Service Provider and is audited annually by its banking partners to ensure "bank grade" security compliance. Your sessions are secured through HTTPS via TLS (Transport Layer Security) v1.1 or greater. Secure Login Our compliance, internal practices, data centers, and security monitoring is best-in-class to ensure your customer and financial information is protected in a secure environment. We're certified as compliant under PCI DSS (Payment Card Industry Data Security Standard) version 3.2 at Service Provider Level 1 and we complete an annual PCI DSS assessment using an approved Qualified Security Assessor. Time Out Versapay maintains a time out feature that will automatically log you out of the current session after a period of inactivity. This helps reduce unauthorized access to your accounts. Physical Security Our services are hosted in top-tier data centers that provide carrier-level support, as well as multiple levels of security and redundancy.

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6** **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**8
7** **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

8 8	Projected Sales Year Three Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input style="width: 100px;" type="text" value="\$0"/>
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8 9	General Terms and Conditions Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. <input checked="" type="checkbox"/> I certify compliance with this attribute.
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9 0	Felony Conviction Notification State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". Subsection (c) states "this section does not apply to a publicly held corporation". Use the checkbox associated with this item to identify your status as it relates to this legal requirement. <input checked="" type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon <input type="checkbox"/> Not Applicable-firm is a publicly held corporation <input type="checkbox"/> Felon - person/owner IS a convicted felon
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9 1	Name of Felon and Nature of Felony, if applicable If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction. If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field. <input style="width: 100%; height: 20px;" type="text" value="NA"/>
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9 2	Criminal History Records Review of Certain Contract Employees Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. <u>Covered employees:</u> Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity <i>and</i> have or will have direct contact with students. The school entity will be the final arbiter of what constitutes <i>continuing duties</i> and <i>direct contact</i> with students at their school. <input checked="" type="checkbox"/> I certify compliance with this attribute.
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3 **Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A

OPTION B

9
4 **Disclosure of Interested Parties**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

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Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

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Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I certify compliance with this attribute.

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Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

I certify compliance with this attribute.

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Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

- OPTION A - No proprietary information
 OPTION B - Proprietary information marked

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Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

- I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I certify compliance with this attribute.

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Federal Rule (B) - Termination Conditions

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

I certify compliance with this attribute.

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Federal Rule (C) - Equal Employment Opportunity

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

I certify compliance with this attribute.

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Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

I certify compliance with this attribute.

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Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

I certify compliance with this attribute.

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Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

I certify compliance with this attribute.

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Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

I certify compliance with this attribute.

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Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

I certify compliance with this attribute.

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Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify compliance with this attribute.

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Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

I certify compliance with this attribute.

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Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

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Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I certify compliance with this attribute.

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Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

I certify compliance with this attribute.

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Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

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Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

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Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

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Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

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Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

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Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I certify compliance with this attribute.

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Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

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Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

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Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

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Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.

MASTER SERVICE AGREEMENT

This Master Services Agreement (“**Agreement**”) is made effective as of _____, 202_ (“**Effective Date**”) by and between Interplay Learning, Inc. (“**Interplay Learning**”), with offices at 1717 W 6th St, Suite 405, Austin, TX 78703, and the “**Customer**” listed below. This Agreement includes the below Terms and Conditions and all Orders, Schedules, attachments and policies that are attached or referenced in this Agreement. Capitalized terms used in this Agreement will have the definitions specified in Section 1 (Definitions), or as otherwise set forth herein.

Customer:			
Address:		Interplay Learning Address:	1717 W 6 th St, Suite 405, Austin, TX 78703 Suite 405 Austin, TX 78703
Primary Contact:		Interplay Learning Contact:	
Email:		Email:	

By signing below, the parties agree to be bound by the terms and conditions of this Agreement:

CUSTOMER

INTERPLAY LEARNING, INC.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Terms and Conditions

1. DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with Interplay Learning or Customer (where “control” means ownership of more than 50% of the voting equity interests in such entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise), but in each case only for so long as such ownership or control will continue.

“**Customer Data**” means any information, data or content that Customer uploads or transfers to Interplay Learning that is used in connection with the provision of the Interplay Learning Services under this Agreement, including Customer’s Confidential Information.

“**Documentation**” means Interplay Learning’s technical documentation and user and usage guides for the applicable Interplay Learning Services made available to Customer by Interplay Learning. Interplay Learning’s current Documentation is as set forth at <https://help.interplaylearning.com> or through the SaaS Services.

“**Downloadable Materials**” means Interplay Learning’s proprietary software that is a downloadable object-code agent, component, file or product, and/or content, and related Documentation, including any updates and upgrades thereto provided or made available to Customer by Interplay Learning under this Agreement.

“**Intellectual Property Rights**” or “**IP Rights**” means all patents, patent applications, copyrights, mask work rights, trade secrets, trademarks, and moral rights, whether or not registered, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

“**Interplay Learning Product(s)**” means the SaaS Services and Downloadable Materials.

“**Interplay Learning Services**” means, collectively, the SaaS Services, Downloadable Materials, Professional Services, Support Services, and all other services to be provided by Interplay Learning to Customer under this Agreement.

“**Order**” means one or more Interplay Learning order forms executed by the parties for the license and purchase of Interplay Learning Services and that reference this Agreement. The initial Order is attached hereto as Exhibit A.

“**Platform**” means Interplay Learning’s proprietary technology platform that powers the SaaS Services.

“**Professional Services**” means those professional services to be performed by Interplay Learning for Customer in connection with the SaaS Services, as more fully described in one or more Orders or Statements of Work.

“**SaaS Services**” means Interplay Learning’s software-as-a-service offerings including courses, online training, content, materials and services and related Documentation, including any updates and upgrades thereto provided or made available to Customer by Interplay Learning under this Agreement.

“**Site**” means Interplay Learning’s website located at interplaylearning.com and related Interplay Learning websites, pages, API’s, Facebook and other social applications and any Interplay Learning mobile applications (“**Mobile App(s)**”) that link to or reference these terms or interplaylearning.com.

“**Statement of Work**” or “**SOW**” means one or more statements of work signed by the parties from time to time referencing this Agreement, that describe the Professional Services that Interplay Learning will perform for Customer.

“**Subscription Period**” means the subscription period of time specified in the Order during which the Interplay Learning Products will be provided and licensed to Customer, as applicable.

“**Support Services**” means the support maintenance services and service level agreement for the Interplay Learning Products described at <https://www.interplaylearning.com/customer-support-and-sla-policy>.

“**Trial Services**” or “**Trial**” means the provision of Interplay Learning Products to Customer to try at its option whether as a trial, pilot, evaluation, proof of concept, or by a similar description.

“**Users**” means the individuals who are designated by Customer to access and use the Interplay Learning Products under this Agreement, and for whom Customer has issued or approved access credentials. Each User must be a single identified individual using a single login with one unique email address. Customer may permanently (i.e., not for a predefined temporary period of time) replace one named User with another if the original named User no longer has access to the Interplay Learning Products.

2. ACCESS AND USE RIGHTS

2.1 SaaS Services. Subject to the terms and conditions of this Agreement, Interplay Learning will make available to Customer the Interplay Learning SaaS Services on a non-exclusive, limited, revocable, non-transferable and non-sublicensable basis only: (a) during the applicable Subscription Period, (b) internally for Customer’s own internal business purposes, and not for resale or license to third parties, (c) by the authorized number of Users, (d) subject to the quantity(ies) in the applicable Order, and (e) in accordance with the additional Interplay Learning SaaS Services rights and limitations specified in the Order.

2.2 Downloadable Materials. Subject to the terms and conditions of this Agreement, Interplay Learning grants Customer a non-exclusive, limited, revocable, non-transferable and non-sublicensable license to download, install and use the Downloadable Materials only: (a) during the applicable Subscription Period, (b) internally for Customer’s own internal business purposes, and not for resale or license to third parties, (c) by the authorized number of Users, (d) subject to the quantity(ies) in the applicable Order, and (e) in accordance with any additional Interplay Learning Software rights and limitations specified in the Order.

2.3 Affiliates. Customer may allow its Affiliates to use the Interplay Learning Services made available to Customer hereunder for the benefit of Customer and its Affiliates, provided that Customer will be responsible for the acts and omissions of its Affiliates as if such acts and omissions were those of Customer.

2.4 Trial Licenses. If Customer orders Trial Services, then Interplay Learning will make the applicable Interplay Learning Products available to Customer on a Trial basis under this Agreement until the earlier of (a) the end of the Trial period set forth in the Order, or (b) the start date of any Subscription Period for the Interplay Learning Products ordered by Customer, or (c) termination of the Trial by Interplay Learning in its sole discretion. Additional Trial terms and conditions may be included in the Trial Order. Notwithstanding anything to the contrary in this Agreement, during the Trial the Interplay Learning Services are provided “as-is” without warranty of any kind.

2.5 **Restrictions.** Customer will not directly or indirectly, nor authorize any third party to, do any of the following: (a) use or access any Interplay Learning Services for which Customer has not paid the applicable fees; (b) copy, modify or create derivative works of the Interplay Learning Products; (c) publish, sublicense, sell, resell, rent, lease, market or distribute the Interplay Learning Products, including using on a service bureau, outsourcing or time sharing basis; (d) create public Internet “links” to an Interplay Learning Product, or “frame” or “mirror” any Interplay Learning Product content on any other server or wireless or Internet-based device, or manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Site; (e) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of an Interplay Learning Product (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Interplay Learning Product or its related systems or networks; (f) use the Interplay Learning Services in violation of any applicable law, including any laws regarding intellectual property, privacy, personally identifiable data, and export; (g) remove any proprietary notices from the Interplay Learning Services or any other Interplay Learning materials furnished or made available hereunder; (h) use or access the Interplay Learning Services in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Interplay Learning Services; (i) make the Interplay Learning Services available to anyone other than Users; (j) interfere with or disrupt the integrity or performance of the SaaS Services, the Platform or any data contained therein; (k) attempt to gain unauthorized access to the Platform or its related data, systems or networks; (l) use the Interplay Learning Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (m) publish or disclose to third parties any evaluation of the Interplay Learning Services without Interplay Learning’s prior written consent; (n) publish or disclose to third parties any data or information on Customer’s results from using the Interplay Learning Services, without Interplay Learning’s prior written consent; or (o) perform vulnerability, load or any other test of the Platform without Interplay Learning’s prior written consent. Customer is responsible for compliance by each User with the terms of this Agreement.

2.6 **No Other Rights.** Interplay Learning Services are made available for limited use, access and/or license, and are not sold. Except as expressly set forth in this Agreement, no additional rights are granted to Customer. Interplay Learning hereby reserves all rights not expressly granted to Customer under this Agreement.

3. **SITE ACCESS AND ACCOUNT REGISTRATION**

3.1 **Account Activity.** Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; and (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Interplay Learning Services. Customer is responsible for its Users’ and its Affiliates’ compliance with this Agreement. Customer will immediately notify Interplay Learning of any unauthorized account access or use or other suspected security breach of which Customer is aware.

3.2 **System Administrator.** Customer will provide Interplay Learning contact information for Customer’s system administrator, if any, who is authorized to provide the information required to configure and manage the Interplay Learning Services. Customer will provide true and accurate information to Interplay Learning and keep such information updated.

3.3 **Account Correspondence.** Customer agrees that Interplay Learning may rely on all information provided to Interplay Learning by Customer from the Customer designated email addresses. Interplay Learning may provide all notices, statements, and other communications arising under this Agreement to Customer pursuant to Section 15.11 (Notice).

3.4 **Customer Equipment.** Customer is responsible for obtaining and maintaining any hardware, software and network infrastructure (“**Customer Infrastructure**”) and any ancillary services needed to connect to, access or otherwise use the Interplay Learning Services, and ensuring that the Customer Infrastructure and ancillary services comply with the configuration requirements specified by Interplay Learning, and all costs and fees associated therewith.

4. **SUPPORT SERVICES; PROFESSIONAL SERVICES**

4.1 **Support Services.** Interplay Learning and its Affiliates will provide Support Services for the Interplay Learning Products (a) for the duration of the Subscription Period, and (b) to the extent and for the time period that Customer pays the associated fees, if any, without interruption. Interplay Learning reserves the right, in its sole discretion, to modify, discontinue, add, adapt, or otherwise change its Support Services, but will not take any such action during a Subscription Period that would materially reduce or degrade the applicable Support Services. Support Services will terminate upon expiration or termination of the Subscription Period or upon Customer’s failure to pay applicable fees for such Support Services.

4.2 Professional Services. Interplay Learning and its Affiliates will provide the Professional Services identified in the Order or set forth in a Statement of Work. Professional Services fees will be specified in the Order or the SOW. All SOWs will incorporate and be subject to the terms of this Agreement. Customer acknowledges that the provision of Professional Services by Interplay Learning is dependent on Customer providing reasonable access to relevant resources, IT infrastructure, data and providing timely decisions and input in connection with those Professional Services.

4.3 Subcontractors. Interplay Learning reserves the right to engage subcontractors to perform its obligations under this Agreement.

5. PRICES AND PAYMENT; TAXES

5.1 Fees and Expenses. Customer will pay all fees specified in each Order and SOW and any applicable additional fees if Customer exceeds the quantity(ies), use or access rights specified in the Order. Except as otherwise specified herein or in an Order or SOW (a) fees are payable in United States dollars, (b) fees are based on Interplay Learning Services purchased, whether or not Customer uses the Interplay Learning Services so purchased, (c) payment obligations are non-cancellable and fees paid are non-refundable, and (d) the Interplay Learning Products purchased and licensed cannot be decreased during the relevant Subscription Period. Customer will reimburse Interplay Learning for any expenses specified in the Order, SOW or otherwise authorized by Customer in writing (including via email). All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2 Payment Terms. Unless otherwise specified in the Order, all payments by Customer to Interplay Learning under this Agreement are due on receipt of the invoice. Customer may also remit payment by credit card if so requested and instructed by Customer. If Customer desires to pay by credit card, then Customer must contact its Interplay Learning account manager and complete the credit card authorization form provided by Interplay Learning or as prompted on the Site. Such credit card authorization will be used by Interplay Learning to authorize charges for payment of Customer's invoices. In addition, if Customer fails to pay any Interplay Learning invoices, Customer hereby authorizes Interplay Learning to charge Customer's credit card on file with Interplay Learning for payment of such invoices.

5.3 Affiliate Orders. Customer Affiliates may also order Interplay Learning Services under this Agreement by either of the following methods: (a) pursuant to an Order executed by Customer and Interplay Learning, in which case Customer will be responsible for such Affiliate's compliance with the terms and conditions of this Agreement, including payment obligations, or (b) pursuant to an Order executed by such Affiliate and Interplay Learning under which such Affiliate agrees to the terms and conditions of this Agreement and will be "Customer" for all purposes under this Agreement with respect to such Order only. With respect to any such Order signed by an Affiliate, the relevant Affiliate will be solely liable for its own compliance with the terms and conditions of this Agreement, including payment obligations.

5.4 Past Due Invoices. If any payment is not made when due, interest will begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or 1.5% per month, accrued from the date due until paid in full. If any amount owed by Customer under this Agreement or any other agreement between the parties is 10 days or more overdue, Interplay Learning may, without limiting Interplay Learning's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend any Interplay Learning Services to Customer until such amounts are paid in full. Interplay Learning will not exercise the foregoing rights if the applicable fees are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

5.5 Taxes. Customer is solely responsible for the payment of, and will pay when due, all applicable Taxes now in force, enacted or imposed in the future arising from or relating to this Agreement and the provision of products and services under this Agreement including sales, service, use or value added taxes. If for any reason Interplay Learning pays any such Taxes, Customer will reimburse Interplay Learning for such Taxes. "Taxes" means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including any fine, penalty, surcharge or interest), excluding any taxes based solely on the net income of Interplay Learning. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Interplay Learning, then the sum payable to Interplay Learning will be increased by the amount necessary so that Interplay Learning receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

5.6 Right to Audit. If requested by Interplay Learning, Interplay Learning will have the right, not more than once every 12 months during the term of this Agreement and for two years thereafter, to perform an audit at Customer's facilities insofar as may be necessary or desirable, in Interplay Learning's judgment, to determine Customer's compliance with its rights and obligations under this Agreement. Interplay Learning and Interplay Learning's independent auditors will have

access to Customer's books and records pertaining to this Agreement and Interplay Learning Services, and operations at reasonable times during normal business hours, with reasonable prior written notice and Customer agrees to cooperate in all respects necessary to enable Interplay Learning and its independent auditors to carry out the intent and purposes of this Section. Interplay Learning may notify Customer of any deficiencies in performance discovered in any such audit, which deficiencies will be promptly corrected by Customer including Customer's payment of applicable fees for exceeding any quantity(ies) or for using or accessing any Interplay Learning Services for which Customer has not paid the applicable fees, regardless of whether such Interplay Learning Services are accessible by Customer. All information disclosed to such third party auditor or otherwise observed or learned by such third party auditor will be deemed Customer's Confidential Information (defined below).

6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will begin on the Effective Date and will remain in force until there are no Orders, Subscription Periods or SOWs in effect for a period of 12 months, unless terminated earlier in accordance with the terms of this Agreement.

6.2 Subscription Period. The term of each Subscription Period for the Interplay Learning Products will begin on the Subscription Period start date set forth in the applicable Order and will remain in force for the Subscription Period, unless terminated earlier in accordance with the terms of this Agreement. The Subscription Period will automatically renew without notice to Customer for one-year periods (each a "**Renewal Subscription Period**"), unless either party gives the other party written notice of its intent not to renew such Subscription Period at least 30 days before the expiration of the then-current term. Each Renewal Subscription Period will be subject to Interplay Learning's then-current policies and pricing.

6.3 SOW Term. The term of each SOW or Order for Professional Services will begin upon the effective date set forth in the applicable SOW or Order, or such other start date set forth in such SOW or Order, and will remain in force until completion of the Professional Services, unless terminated earlier in accordance with the terms of this Agreement.

6.4 Termination. Each party will have the right to terminate this Agreement (including all Orders and SOWs) if the other party breaches any term of this Agreement, an Order or SOW including non-payment, and fails to cure such breach within 30 days (10 days in the case of non-payment) after written notice thereof. Either party may terminate this Agreement (including all Orders and SOWs) immediately upon delivery of written notice if (a) the other party makes an assignment for the benefit of creditors, or (b) the other party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation and, where such proceedings are involuntary, they remain undismissed for 60 days after their institution, or a receiver is appointed with respect to a substantial part of its assets.

6.5 Effect of Termination. All rights granted to Customer hereunder will immediately terminate upon any termination of this Agreement. Upon termination of this Agreement, Customer will: (a) pursuant to the applicable payment terms under this Agreement pay to Interplay Learning any and all unpaid amounts due under this Agreement, (b) within five days return or destroy, at Interplay Learning's direction, any and all Downloadable Materials, Documentation and Interplay Learning materials, and all copies thereof, and (c) upon Interplay Learning's request certify in writing to Interplay Learning that all actions required by the preceding clause (b) have been satisfied. Further, subject to Section 13.4 (Return of Confidential Information) both parties will either return or destroy any and all Confidential Information of the other party, and all copies thereof, at the direction of the owning party and provide written proof of same upon the owning party's reasonable request.

6.6 Customer Data. Prior to termination and subject to the terms of this Agreement, Customer will have the right to access and download Customer Data available pursuant to Interplay Learning's data retention policy in a manner and in a format supported by the SaaS Services. Upon termination of this Agreement for any reason, to the extent legally permitted, Interplay Learning will archive or delete all Customer Data in its systems or otherwise in its possession or under its control pursuant to Interplay Learning's data retention policy.

6.7 Suspension of Service. Interplay Learning may immediately suspend Customer's access to, or use of, Interplay Learning Services and Site if: (a) Interplay Learning believes in its sole discretion that there is a significant threat to the security, integrity, functionality, or availability of the Site or Interplay Learning Services or any content, data, or applications in the Interplay Learning Services; (b) Customer or Users are in breach of Section 2.5 (Restrictions); (c) Customer or Users posted, uploaded or transmitted unauthorized User Content (defined below); (d) Customer or Users are in breach of Interplay Learning's AUP (defined below), Mobile App usage terms or other applicable code of conduct; or (e) Customer's payment of undisputed fees is 10 days or more overdue; provided, however, Interplay Learning will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Interplay Learning will not be liable to Customer, Users or any third party for

any such suspension. Customer will continue to be charged applicable fees during any period of suspension.

6.8 **Non-Exclusive Remedy.** Except as otherwise expressly stated herein, termination of this Agreement by either party will be a nonexclusive remedy and will be without prejudice to any other right or remedy of such party. Except as otherwise expressly stated herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative.

6.9 **Survival.** Notwithstanding any other provision of this Agreement, Sections 1,2.5, 2.6, 3.4, 5, 6.5 – 6.10, 7, 8.2 – 8.6, 10.4, 10.5, 11, 12, 13, 14 and 15, and all rights and obligations thereunder, and the exhibits, addenda and Interplay Learning policies (to the extent required to carry out the rights and obligations set forth in this Agreement), and all other terms and conditions which by their nature are intended to survive, will survive any termination of this Agreement.

6.10 **Remedies.** The parties agree that money damages are not a sufficient remedy for any breach or anticipated breach of Section 2 (Access and Use Rights) and Section 13 (Confidentiality) or any other provisions of this Agreement which may cause either party irreparable injury or may be inadequately compensable in monetary damages. Accordingly, each party is entitled to specific performance, injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of proving irreparable harm or posting bond and without waiving any other remedies at law or in equity which may be available in the event of any action to enforce such provisions.

7. PROPRIETARY RIGHTS

7.1 **Ownership.** As between Interplay Learning and Customer, Interplay Learning owns all right, title, and interest in and to the Interplay Learning Services, the Site and the Platform (including any customizations, modifications, adaptations, interfaces or derivative works that may be developed as a result of the Professional Services set forth in any Order or SOW unless otherwise set forth in such Order or SOW), the Documentation, Interplay Learning's Confidential Information, and all intellectual property rights related thereto ("**Interplay Learning IP**"). As between Customer and Interplay Learning, Customer owns all right, title, and interest in and to the Customer Data, Customer's Confidential Information, and all intellectual property rights related thereto. This Agreement does not grant any right or license to any intellectual property except as expressly provided in this Agreement, and no other right or license is to be implied by or inferred from any provision of this Agreement or by the conduct of the parties.

7.2 **Personal Data.** Any personally identifiable data ("**Personal Data**") provided by Customer and its Users will be considered the exclusive property of Customer, and Interplay Learning will not use such Personal Data during the term of the Agreement except in connection with the Interplay Learning Services to be rendered hereunder, for outreach to Users and appropriate Customer personnel concerning product roadmap, product updates, new products and the like, or at Customer's request, in each case, in compliance with this Agreement and all applicable laws and regulations.

7.3 **Customer Data.** Customer hereby grants to Interplay Learning a non-exclusive, royalty-free, perpetual, irrevocable license to access and use the Customer Data to the extent legally permitted to (a) provide, perform, improve and enhance the Interplay Learning Services and for other development, diagnostic and corrective purposes in connection with the Interplay Learning Services, and (b) disclose such data solely in aggregate and anonymized form in connection with the provision and marketing of the Interplay Learning Service, provided that such disclosed data will not be capable of being re-identified unless it is otherwise public information. Customer is solely responsible for maintaining backups and copies of all Customer Data input into the Interplay Learning Services and has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. No other rights or licenses are granted by Customer except as expressly set forth herein.

7.4 **Security.** Interplay Learning will operate an information security program designed to protect Customer Data and utilizing industry standard policies and technologies.

7.5 **No Exclusivity.** Customer acknowledges that Interplay Learning is in the business of providing development and other services to other customers, and that Interplay Learning will have the right to provide to third parties services which are the same as or similar to the Interplay Learning Services, including Professional Services, provided to Customer pursuant to this Agreement or a SOW, and to use or otherwise exploit any Interplay Learning IP in providing such services. In addition, Customer acknowledges that Interplay Learning will be free to use and employ its general skills, know-how, and expertise, and to use and employ any generalized ideas, concepts, know-how, or expertise gained during the provision of Professional Services hereunder, so long as Interplay Learning acquires and applies such items without disclosure of any Customer Confidential Information.

8. USER CONTENT AND FEEDBACK

8.1 Interactive Features. The Site from time to time may provide Customer and Users with the ability to upload, post, submit, publish, or transmit to other users or persons via online forums, chat capabilities, user discussion groups, blogs or online profiles ("**Interactive Features**").

8.2 User Content. The Interactive Features are intended to provide Customer with valuable resources on selected topics. Some, if not most, of the content found on such Interactive Features is provided by Interplay Learning customers and their users, and not Interplay Learning ("**User Content**"). Such customers and their users (including Customer and its Users) are solely responsible for their User Content and for complying with applicable laws relating thereto.

(a) All User Content submitted to the Interactive Features (including for inclusion on the Site) or that is otherwise made available to Interplay Learning is deemed non-confidential and non-proprietary and may be used by Interplay Learning for any purpose without acknowledgement or compensation. Customer hereby grants to Interplay Learning and its Affiliates and their service providers, licensees, successors and assigns a perpetual, irrevocable, non-exclusive, royalty-free, worldwide right to freely use, reproduce, modify, make derivative works of, perform, display, distribute, disclose and otherwise exploit any such User Content.

(b) For any User Content provided by Customer, Customer represents and warrants that (i) it has all necessary rights, licenses and/or clearances to provide such User Content to Interplay Learning and grant to Interplay Learning the license granted, (ii) such User Content is accurate and reasonably complete, (iii) as between Customer and Interplay Learning, Customer is responsible for the payment of third party fees, if any, related to the provision, use and license of such User Content, (iv) such User Content does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation or unfair business practices, and (v) Customer will comply with all applicable rules regarding online conduct and acceptable content Interplay Learning may post on the Site or Interactive Features from time to time, including Interplay Learning's Acceptable Use Policy.

8.3 Feedback. We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Interplay Learning Services and Site ("**Feedback**"). Any Feedback Customer provides to Interplay Learning is deemed non-confidential and non-proprietary and may be used by Interplay Learning for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the Feedback. Customer hereby grants Interplay Learning a perpetual, irrevocable, non-exclusive, royalty-free, worldwide right to freely use, reproduce, modify, make derivative works of, perform, display, distribute, disclose and otherwise exploit any such Feedback.

8.4 Monitoring and Enforcement. Interplay Learning has the right to:

(a) remove or refuse to post any User Content or Feedback for any or no reason in Interplay Learning's sole discretion;

(b) take any action with respect to any User Content or Feedback that Interplay Learning deems necessary or appropriate in our sole discretion, including if we believe that such User Content or Feedback violates this Agreement, infringes any intellectual property right or other right of any third party, threatens the personal safety of users of the Site or the public, or could create risk or liability for Interplay Learning;

(c) disclose Customer's or its Users' identity or other information about Customer or its Users to any third party who claims that material posted by Customer or its Users violates such third party's rights including their intellectual property rights or their right to privacy; and/or

(d) take appropriate legal action including referral to law enforcement for any illegal or unauthorized use of the Site.

8.5 Without limiting the foregoing, Interplay Learning has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Interplay Learning to disclose the identity or other information of anyone posting any User Content, Feedback, or materials on or through the Site. CUSTOMER WAIVES AND HOLDS HARMLESS INTERPLAY LEARNING AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY INTERPLAY LEARNING OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER INTERPLAY LEARNING, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

8.6 Notwithstanding anything to the contrary herein, we have no obligation to review any User Content, Feedback, or

materials before they are posted on the Site, and Interplay Learning cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Interplay Learning assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, and we have no liability or responsibility to Customer or its Users for performance or nonperformance of the activities described in this Section.

9. **INTERPLAY LEARNING ACCEPTABLE USE POLICY.** The Site contains content and materials that are viewable through online streaming methods that Customer is not authorized to download except as expressly authorized by this Agreement. In addition, Customer will access and use the Interplay Learning Services in accordance with this Agreement, applicable laws, rules, and regulations and Interplay Learning's Acceptable Use Policy ("**AUP**") published at <https://www.interplaylearning.com/acceptable-use-policy/> and incorporated herein by reference.

10. **WARRANTIES; DISCLAIMER**

10.1 Authority. Each party represents and warrants to the other that (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) its execution, delivery and performance of this Agreement will not conflict with or result in a breach or other violation of any agreement or other third party obligation by which it is bound; and (c) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable against it in accordance with its terms.

10.2 Product Warranty. Interplay Learning warrants to Customer that the Interplay Learning Products will perform materially in accordance with the applicable Documentation during the term of the applicable Subscription Period. Customer must notify Interplay Learning of any warranty claim during the applicable Subscription Period. Customer's sole and exclusive remedy and the entire liability of Interplay Learning for its breach of this warranty will be for Interplay Learning, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to correct such Interplay Learning Product, or (b) terminate Customer's access to or license of the applicable non-conforming Interplay Learning Product and refund the prepaid fee prorated for the unused period of the applicable Subscription Period for such Interplay Learning Product. Interplay Learning will have no obligation regarding a warranty claim for an Interplay Learning Product reported after the applicable Subscription Period.

10.3 Services Warranty. Interplay Learning warrants to Customer that it will perform all Professional Services in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must notify Interplay Learning of any warranty claim for Professional Services during the period the Professional Services are being performed or within 30 days after the conclusion of the Professional Services. Customer's sole and exclusive remedy and the entire liability of Interplay Learning for its breach of this warranty will be for Interplay Learning, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Professional Services, or (b) refund the portion of the fees paid attributable to the non-conforming Professional Services.

10.4 Third Party Services, Links, SSO, OAuth, etc. If any portion of the Site contains services (e.g., discussion forums), links, resources, or materials provided by third parties, including URL links, discussion forum engines, single-sign on services (SSO), OAuth resources (e.g., Facebook, GitHub, LinkedIn, etc.), or capabilities to share to social media websites ("**Third Party Services**"), these are provided solely for Customer's convenience. Third Party Services may include links contained in courses or in advertisements, including banner advertisements and sponsored links on the Site. Interplay Learning has no control over the contents, software, or privacy practices of such Third Party Services and accepts no responsibility for them or for any loss or damage that may arise from Customer's use of them. Customer's access to or use of such Third Party Services is at Customer's own risk.

10.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, INTERPLAY LEARNING MAKES NO OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE INTERPLAY LEARNING SERVICES PROVIDED HEREUNDER, AND INTERPLAY LEARNING HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, SATISFACTORY QUALITY, ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RELIANCE BY CUSTOMER OR ITS USERS ON ANYTHING IN THE INTERPLAY LEARNING SERVICES OR ANYTHING SAID OR DISTRIBUTED BY INTERPLAY LEARNING OR ITS AGENTS IN CONNECTION WITH THE INTERPLAY LEARNING SERVICES WILL BE AT CUSTOMER'S SOLE RISK. ANY AND ALL USE OF, INTERPRETATIONS AND DECISIONS MADE BY CUSTOMER OR ITS USERS AS A RESULT OF USING, THE INTERPLAY LEARNING SERVICES OR OTHER INFORMATION PROVIDED BY INTERPLAY LEARNING UNDER THE TERMS HEREOF ALSO INCLUDE THE OPINION AND JUDGMENT OF CUSTOMER AND ITS USERS. CUSTOMER AND ITS USERS HAVE FULL RESPONSIBILITY FOR USE OF, ALL SUCH INTERPRETATIONS AND DECISIONS MADE BY CUSTOMER AND ITS USERS USING, THE INTERPLAY LEARNING SERVICES OR OTHER INFORMATION

PROVIDED BY INTERPLAY LEARNING UNDER THE TERMS OF THIS AGREEMENT. INTERPLAY LEARNING MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF THE ABILITY, COMPETENCE, KNOWLEDGE OR SKILL OF CUSTOMER OR ITS USERS TO UTILIZE SUCCESSFULLY OR APPROPRIATELY, IN ANY CIRCUMSTANCE, ANY OF THE TRAINING CONTENT OR LESSONS CONTAINED WITHIN THE INTERPLAY LEARNING SERVICES. Customer acknowledges and agrees that neither Interplay Learning nor its suppliers operates or controls the Internet and that: (a) viruses, worms, Trojan horses, or other undesirable data or software exist; and (b) unauthorized users (e.g., hackers) may attempt to obtain access to Customer Data, website, computers, or networks. Interplay Learning uses reasonable efforts (including firewalls) consistent with industry standards to protect the Interplay Learning Services from such unauthorized use, but subject to the foregoing, Interplay Learning is not responsible for issues related to acts or omissions of third parties.

11. INDEMNIFICATION.

11.1 Customer Obligations. Customer will defend, indemnify and hold harmless Interplay Learning and its Affiliates, and its and their officers, directors, employees, consultants, subcontractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, fines, penalties, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) ("**Claims**") arising out of or relating to: (a) Customer's violation of this Agreement or the Mobile App usage terms; (b) Customer Data, User Content and/or Feedback; (c) Customer's use of the Interplay Learning Services and/or Site other than as expressly authorized in this Agreement; or (d) Customer's use of any information obtained from the Interplay Learning Services and/or Site.

11.2 Interplay Learning Obligations. Interplay Learning will defend, indemnify and hold harmless Customer and its Affiliates, and its and their officers, directors, employees, consultants, subcontractors, agents, licensors, suppliers, successors and assigns from and against any Claims awarded against Customer or agreed upon by Interplay Learning in settlement to the extent arising out of or resulting from a claim by a third party that Customer's permitted use of the Interplay Learning Services infringes or misappropriates any copyright, trade secret or any patent of a third party issued in the United States and Canada.

11.2.1 If a claim under this Section 11.2 is brought or threatened, or Interplay Learning believes is likely to occur, Interplay Learning may, at its option, (a) procure for Customer the right to use the Interplay Learning Services, or (b) replace the Interplay Learning Services with non-infringing products or services that are functionally equivalent in all material respects, or (c) if options (a) and/or (b) above cannot be accomplished despite Interplay Learning's commercially reasonable efforts, then Interplay Learning may terminate this Agreement with respect to such Interplay Learning Services at issue, and upon return or cessation of use of the Interplay Learning Services at issue, issue a pro-rata refund or credit to Customer for any prepaid fees corresponding to the remaining Subscription Period of the Interplay Learning Services at issue after the date of termination.

11.2.2 Interplay Learning will have no liability under this Section 11.2 or otherwise to the extent a Claim is based upon (a) Interplay Learning's compliance with a Customer-provided specification or instruction, (b) any infringement arising out of the use of the Interplay Learning Services in combination with other hardware, equipment, software or materials not furnished by Interplay Learning (if such infringement would not have occurred but for such combined use), (c) use of the Interplay Learning Services in violation of the applicable Documentation, (d) any patent, copyright or trade secret in which the Customer or its Affiliate has a direct or indirect interest, (e) modification or alteration of the Interplay Learning Services not made by or for Interplay Learning, if infringement would have been avoided by the absence of the modifications, (f) Interplay Learning's use of any Customer Data or any other Customer-provided material in accordance with this Agreement, (g) use of any version other than a current release of the Interplay Learning Services, if infringement would have been avoided by use of a current release made available to Customer at no additional cost, (h) Customer's continuing such allegedly infringing activity after being informed by Interplay Learning and provided, at no additional charge, with modifications that would have avoided the alleged infringement and reasonable time to implement such modifications; (i) Customer's use of the Interplay Learning Services in breach of this Agreement; or (j) Customer's use of the Interplay Learning Services after the then-current Subscription Period.

11.2.3 This Section 11.2 contains and limits the entire liability and obligations of Interplay Learning for Intellectual Property Rights infringements by the Interplay Learning Services.

11.3 Indemnity Process. The party seeking to be indemnified will give prompt written notice to the other party of the Claim against which it seeks to be indemnified and will provide the indemnifying party, at the indemnifying party's expense, with the assistance reasonably necessary for the defense and settlement of the claim. The failure by the indemnified party to timely furnish to the indemnifying party any notice required to be furnished under this Section 11 will not relieve the indemnifying party of its obligations under this Section 11, except to the extent such failure materially and

adversely prejudices the ability of the indemnifying party to defend such claim. If the indemnifying party fails to assume the defense of any Claim, the indemnified party will be entitled to assume the defense thereof at the sole cost and expense of the indemnifying party. The indemnifying party will have sole control of the defense and settlement of any such claim. The indemnifying party will not be liable for any settlement of an action effected without its written consent (which consent will not be unreasonably withheld or delayed), nor will the indemnified party settle any such action without the written consent of the indemnifying party (which consent will not be unreasonably withheld or delayed). The indemnifying party will have no right to settle any claim without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases the indemnified party of all liability. The indemnified party may engage counsel of its choice at its own expense.

12. LIMITATION OF LIABILITY. IN NO EVENT WILL INTERPLAY LEARNING, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO CUSTOMER OR ITS AFFILIATES OR ITS AND THEIR USERS, OR TO ANY THIRD PARTY WITH RESPECT TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT INTERPLAY LEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (a) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE AMOUNT CUSTOMER HAS PAID TO INTERPLAY LEARNING UNDER THIS AGREEMENT FOR THE INTERPLAY LEARNING SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURRED; (b) PERSONAL INJURY; (c) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, OR LOSS OF GOODWILL; (d) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (d) ANY MATTER BEYOND INTERPLAY LEARNING'S REASONABLE CONTROL; OR (e) ANY ACTIONS OF, OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS OR INDEPENDENT CONTRACTORS PROVIDING SERVICES ON BEHALF OF INTERPLAY LEARNING OR VIA THE SITE. MULTIPLE CLAIMS WILL NOT EXPAND THESE LIMITATIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INTERPLAY LEARNING SERVICES RENDERED BY INTERPLAY LEARNING HEREUNDER INCLUDING ACCESS TO THE INTERPLAY LEARNING PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS OUTSIDE THE CONTROL OF INTERPLAY LEARNING BUT INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND REMOTE COMPUTING SERVICES. INTERPLAY LEARNING IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM SUCH DELAYS, DELIVERY FAILURES OR OTHER SIMILAR PROBLEMS.

13. CONFIDENTIALITY

13.1 Confidential Information. The term "**Confidential Information**" includes all information, software and data furnished by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether in oral, written, graphic or machine-readable form, and materials, documentation, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and procedures, legal, financial or business affairs, markets, products, key personnel, suppliers, policies or operational methods, plans for future developments for the business of the Disclosing Party, and all other information disclosed to the Receiving Party by the Disclosing Party that is not readily available to the public, and all copies of the foregoing, that is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential. Notwithstanding the foregoing, this Agreement, all Interplay Learning Services and all information regarding the performance of the Interplay Learning Services (including availability, uptime, and performance benchmarks) will be deemed to be Interplay Learning Confidential Information whether or not so marked. In addition, all Customer Data will be deemed Customer Confidential Information whether or not so marked.

13.2 Non-Confidential Information. Notwithstanding the foregoing, Confidential Information will not include information that: (a) has entered the public domain through no action or failure to act by the Receiving Party; (b) before disclosure hereunder was already lawfully in Receiving Party's possession without any obligation of confidentiality; (c) subsequent to disclosure hereunder is obtained by the Receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the Receiving Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

13.3 Obligation of Non-Disclosure. The Receiving Party will (a) not disclose the Confidential Information of the Disclosing Party to any third parties (except to the Receiving Party's subcontractors or professional advisors who are bound by an obligation of confidentiality no less restrictive than this provision), and (b) use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement. The Receiving Party will

safeguard the Confidential Information of the Disclosing Party with at least the same degree of care that it utilizes to safeguard its own Confidential Information, but in any event not less than a reasonable degree of care. The Receiving Party will not remove or alter any copyright, trademark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Disclosing Party.

13.4 Return of Confidential Information. The Receiving Party will destroy or return to the Disclosing Party all Confidential Information of the Disclosing Party that the Receiving Party possesses upon the expiration or termination of this Agreement. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent such copies are electronically stored pursuant to the Receiving Party's ordinary course back-up procedures, and otherwise as may be required by applicable law or regulation, so long as such Confidential Information is kept confidential as required under this Agreement and is used for no other purpose.

13.5 Disclosure Required by Law.

(a) Notwithstanding anything otherwise set forth herein, the parties may disclose Confidential Information: (i) where required by law; (ii) to the extent required by a government agency or regulatory authority with regulatory or oversight jurisdiction over such party or any of its Affiliates; (iii) in the course of fulfilling any of such party's or any of its Affiliate's regulatory responsibilities under applicable law; and/or (iv) for the purpose of performing its obligations and exercising its rights under this Agreement.

(b) If the Receiving Party is compelled by law, regulation, or a court of competent jurisdiction to disclose any of the Disclosing Party's Confidential Information, to the extent permitted by law, the Receiving Party will promptly notify the Disclosing Party so that it may seek a protective order or other appropriate remedy. The Receiving Party agrees to cooperate at the Disclosing Party's expense in seeking such order or other remedy. If disclosure is ultimately required, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment and continue to treat such Confidential Information in accordance with its obligations under this Section. Each party may disclose the terms and conditions of this Agreement: (a) on a confidential basis to legal or financial advisors; (b) pursuant to reports, applications or similar filings submitted to regulatory agencies and governing authorities as required by applicable law; or (c) on a confidential basis in connection with any financing transaction or due diligence inquiry.

14. VIRTUAL REALITY WAIVER AND RELEASE OF LIABILITY. Some of our training simulations offered through the Site may be accessible using virtual reality ("VR") headsets. While Interplay Learning hopes that training using Interplay Learning's VR simulations will improve a User's training experience, for some individuals under certain circumstances, training using a VR simulation or using a VR headset can, potentially, have harmful effects on an individual's health or safety. Interplay Learning asks that Customer and each User understands the inherent risks of using VR equipment, assesses their vulnerability to those risks, and either choose not to use VR equipment in accessing Interplay Learning training simulations or waive Interplay Learning's liability for injury or sickness that results from those inherent risks. **Please carefully read through the information found at <https://www.interplaylearning.com/virtual-reality-waiver-and-release-of-liability/> before deciding to use Interplay Learning's training simulations using a VR headset.** Each User must review and agree to the waiver and release before such User is authorized to access or use the Site using VR equipment.

15. GENERAL

15.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15.2 Governing Law; Jurisdiction; Dispute Resolution.

(a) If any dispute arises with regard to this Agreement the parties will first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until 30 days have passed from the time such party has provided written notice to the other party of the nature of such dispute, provided that nothing herein will prevent a party from seeking injunctive relief for any breach or anticipated breach of any provisions of this Agreement which may cause either party irreparable injury.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to conflict of laws principles. Each party irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Austin, Travis County, Texas, for any disputes or claims arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts; provided that nothing in this Section will restrict either party

from seeking injunctive relief in a forum of its choice. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. In the event a party brings any action or claim to enforce any provision or for a breach of this Agreement, such party, if it prevails, will be entitled to recover, in addition to any other amounts awarded, reasonable fees of attorneys and experts and other related costs and expenses.

15.3 Changes to the Site, Platform and Interplay Learning Products. Interplay Learning may at any time, without notice or liability, modify, in whole or in part, any content or feature of the Site, Platform or Interplay Learning Products, and may discontinue, in whole or in part, the Interplay Learning Products. If Interplay Learning discontinues an Interplay Learning Product and such discontinuance materially and adversely affects Customer, then Interplay Learning may, at its sole option, replace such Interplay Learning Product with an appropriate Interplay Learning Product or terminate this Agreement with respect to such discontinued Interplay Learning Product.

15.4 Assignment. Customer may not assign or transfer this Agreement (in whole or in part) without Interplay Learning's prior written consent and any attempt to do so without such consent will be void; provided, however, upon written notice to Interplay Learning Customer may assign and transfer this Agreement in whole without Interplay Learning's prior written consent to any Customer Affiliate or pursuant to a corporate reorganization, merger, acquisition or sale of all or substantially all of Customer's assets to which this Agreement pertains. Interplay Learning may assign or transfer its rights and delegate its obligations (in whole or in part) under this Agreement, without Customer's consent, to an Interplay Learning Affiliate or pursuant to a corporate reorganization, merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment in violation of this Section 15.4 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.5 Force Majeure. Except with respect to any payment to be made to Interplay Learning hereunder, neither party will be liable under this Agreement for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure event, including natural catastrophe, fire, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, epidemic, pandemic, government acts, orders, or regulation, equipment failure, or any cause or matter whatsoever not within the reasonable control of such party.

15.6 Subscription Service Analyses. Interplay Learning may (a) compile statistical and other information related to the performance, operation and Customer's use of the Interplay Learning Products, and (b) use, and share data from the Interplay Learning Products and Site environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively the "**Service Analyses**"). Service Analyses will not incorporate any information, including Customer Data, in a form that could serve to identify Customer, a User or any other individual. Interplay Learning retains all intellectual property rights in Service Analyses.

14.7 Insurance. During the term of this Agreement and until one year after the termination of this Agreement, Interplay Learning will procure, and maintain in full force and effect, the insurance coverage in the types and amounts as are reasonable and customary in the industry for comparable businesses. Upon request, Interplay Learning will provide Customer with Certificates of Insurance evidencing its then-current insurance coverage.

15.7 Reserved.

15.8 Compliance with Laws. Customer represents and warrants that, to the best of Customer's knowledge, the provisions of this Agreement, and the rights and obligations of the parties hereunder, are enforceable under the laws of the countries within which the Interplay Learning Services will be accessed and used by Customer. Each of Interplay Learning and Customer will comply with all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Customer will not use the Interplay Learning Services, or allow the transfer, transmission, export, or re-export of the Interplay Learning Services or portion thereof, in violation of any export control laws or regulations administered by the U.S. Department of Commerce, OFAC, or any other government agency or authority. Customer will obtain and bear all expenses relating to any necessary licenses or exemptions with respect to the export from the U.S. of the Interplay Learning Services and Customer Data to any location so as to be in compliance with all applicable laws and regulations. By signing this Agreement, Customer confirms that Customer is not a resident or citizen of any country currently embargoed by the U.S. and that Customer is not otherwise prohibited from receiving the Interplay Learning Services.

15.9 U.S. Government Rights. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Interplay Learning Downloadable Material and the Documentation are each a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202.

Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Interplay Learning Downloadable Material and the Documentation are licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

15.10 No Other Terms. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under this Agreement, or otherwise modify this Agreement, regardless of any failure of Interplay Learning to object to such terms, provisions, or conditions. Any purchase order or similar document from Customer will be for billing reference only.

15.11 Notice. Except as otherwise specified in this Agreement, all notices required or permitted hereunder will be in writing and will be given: (a) by Interplay Learning to Customer via email to the email address Customer maintains in Customer's account settings or by notifying Customer electronically by displaying the notice in the Site; (b) by Customer to Interplay Learning to Customer's account manager, with a copy to finance@interplaylearning.com. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

15.12 Order of Precedence. In the event of conflict, the following order of precedence will apply: (a) the Order, (b) the terms and conditions of this Agreement, (c) the exhibits, addenda and Interplay Learning policies attached or incorporated herein by reference, and (d) any Statement of Work attached or incorporated by reference to this Agreement.

15.13 Customer List. Interplay Learning may include and use Customer's name, trademarks, logos and designs on a list of customers and may refer to Customer as a user of the Interplay Learning Products and Services in its advertising, marketing, promotional and investor materials.

15.14 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.15 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A waiver by a party of any provision of this Agreement in any one instance will not be deemed or construed to be a waiver of such provision for any similar instance in the future or of any subsequent breach.

15.16 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

15.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. This signed Agreement or counterparts may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

15.18 Entire Agreement. This Agreement, including the Mobile App usage terms, Orders, and the applicable exhibits, addenda, Statements of Work and Interplay Learning policies incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no modification, amendment, waiver, cancellation or any other change in any term or condition of this Agreement will be valid or binding on either party unless mutually assented to in writing by both parties. The term "including" and/or "includes" and the like means "including without limitation". The headings used in this Agreement are for reference only and do not change the meaning of any provision of this Agreement, and will not be used in interpretation of any provision of this Agreement. This Agreement will be construed without regard to any presumption or rule requiring construction against the drafting party.

END

STATEMENT OF WORK

BACKGROUND AND UNDERSTANDING

Interplay develops and delivers 3D and Virtual Reality interactive simulation training and testing applications for the professional trade workforce. Interplay hosts a broad catalog of digital training (“General Catalog”) for learning trade skills including simulations and video courses, knowledge checks and assessments. With a VR headset, users are immersed in a life-like virtual environment.

OBJECTIVE

Company Name is seeking a more effective and scalable way to provide technical training to the technicians of their organization. Additionally, **Company Name** is seeking a cutting-edge method to introduce, highlight and demonstrate technical training in an immersive environment.

INCLUDED DELIVERABLES

Interplay agrees to provide **Company Name** the following primary areas of service.

- 1) **General Catalog Training:** Interplay general catalog training access.
 - a. **Total Number of Licenses** paid licenses

Current catalog: <https://www.interplaylearning.com/roadmap>

- 2) **Service:** Ongoing hosting, maintenance and technical support.
 - a. Interplay Customer and Technical Support are available during business hours to advise and assist clients through any technical challenges they may encounter.
 - b. There are no data hosting requirements. Interplay safely and securely hosts your data on the award winning, Amazon Web Services.

- 3) **Technical Professional Services:**



- 4) **Business Professional Services:** Implementation resources, training services, customer success support.

- a. Implementation resources include access to an assigned Interplay implementation representative to work with your company to strategically plan any or all of your pilot, rollout, train your employees, advise the technical needs and enable your firm for launch.
- b. Customer success resources will assist your firm with all reasonable business needs after Interplay has been implemented. These business needs include adoption best practices, adding or removing licenses, and other day to day user or administrator needs.



PAYMENT AND CONTRACT TERMS

PAYMENT TERMS

All associated annual costs will be paid in full with an annual payment in the amount of \$ Payment Term Amount. The total annual investment cost is \$ Total Annual Cost. First and initial payment is due Net 30.

CONTRACT TERM

12 -month subscription term with subscription auto renewal.
Start Date: Jun 5, 2024.

PRICING

After careful consideration of Company Name business and technical needs, Interplay Learning has agreed to offer these services under the following initial pricing structure:

General Catalog Training:

License Qty: Total Number of Licen... Licenses	Annual Cost: \$ Cost Per License per License	Total Annual Cost: \$ Total Annual Cost
------------------------------------------------------	----------------------------------------------------	--------------------------------------------

TECHNICAL SPECIFICATIONS

The simulations as outlined above will be accessible via an internet browser or a Windows application and will be hosted on the Interplay platform. Interplay will promote the Desktop and Virtual Reality applications for optimal user experience and product performance.

Hardware requirements for online use:

- Laptop/desktop on windows-based computers
- OS: Windows 7 SP1+, Mac OS X 10.13+, Ubuntu 20.04+, SteamOS+.
- Graphics card with DX10 (shader model 4.0) capabilities.
- CPU: Apple Silicon, x86, 64 bit CPU, OS, and browser are required
- Apple iPad: player requires iOS 12 or higher; A7 SoC+; Metal Graphics API;
- Android Tablet: OS 7.1 (Nougat) or newer; ARMv7 CPU with NEON support or ARM64; OpenGL ES 2.0 or newer
- 8GB of RAM is recommended, though the simulations may load on a machine with 4GB of RAM. They will not load on a machine with less than 4GB of RAM.

Browser requirements for online use: Recommended browsers are Chrome and Firefox.

- WebGL 2.0 capable
- HTML 5 standards compliant
- 64-bit
- WASM capable
- Universal Windows Platform: Windows 10 and a graphics card with DX10 (shader model 4.0) capabilities
- Minimum internet connection speed of 15mbps.

Hardware requirements for Virtual Reality use:

- GPU: Nvidia GeForce GTX 970, AMD Radeon R9 290 equivalent or better.
- CPU: Intel i5-4590, AMD FX 8350 equivalent or better.

- RAM: 4 GB or more.
- Video Output: HDMI 1.4, DisplayPort 1.2 or newer.
- USB Port: 1x USB 2.0 or better port.
- Operating System: Windows 7 SP1, Windows 8.1 or later, Windows 10.
- QUEST 2, HTC Vive, Oculus Rift S HMD or equivalent

OWNERSHIP OF THE DIGITAL TRAINING

The Interplay General Catalog content and all associated delivery and engine code that powers the training content are the sole property of Interplay.

IN WITNESS WHEREOF, this Agreement and Statement of Work has been duly executed by the parties hereto.

Company Name

Interplay Learning

By: _____

By: _____

Name: _____ **Signator First, Last Name** _____

Name: _____ Doug Donovan _____

Title: _____ **Signator Job Title** _____

Title: _____ Chief Executive Officer _____

Date: _____

Date: _____

Exhibit 1

PRIVACY POLICY

Updated October 2020

Interplay Learning built the Interplay Learning app as a Commercial app. This SERVICE is provided by Interplay Learning and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at Interplay Learning unless otherwise defined in this Privacy Policy.

INFORMATION COLLECTION AND USE

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to Interplay Learning User Account. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third-party services that may collect information used to identify you.

LOG DATA

Whenever you use our Service, in a case of an error in the app, we collect data and information (through third-party products). This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

COOKIES

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these "cookies" explicitly. However, the app may use third-party code and libraries that use "cookies" to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

SERVICE PROVIDERS

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service
- To provide the Service on our behalf
- To perform Service-related services

- To assist us in analyzing how our Service is used

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

SECURITY

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. No method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

LINKS TO OTHER SITES

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by Interplay Learning. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

CHILDREN'S PRIVACY

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to take necessary actions.

CHANGES TO THE PRIVACY POLICY

If you have any questions or suggestions about our Privacy Policy, or you wish to receive a copy of all the data we hold about you, do not hesitate to contact us at support@interplaylearning.com.

CONTACT US

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at support@interplaylearning.com.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Interplay Learning, Inc.	Contact	
			Signature
			Printed Name
Address	1717 W 6th St, Suite 405		Position with Company
	Austin, TX 78703	Official Authorizing Proposal	<i>Tyler Swanson</i>
			Signature
			Tyler Swanson
			Printed Name
Phone	855-980-2525		Vice President of Finance
			Position with Company
Fax	n/a		

LIVE REPORT

INTERPLAY LEARNING, INC

Tradestyle(s): -

ACTIVE **SINGLE LOCATION**

D-U-N-S Number: 95-777-5161
Phone: +1 858 254 9763

Address: 1717 W 6th St, Austin, TX, 78703, United States Of America

Endorsement: IrincoJ@DNB.com

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	80	Pays on time
Delinquency Score	↑	96	Low Risk of severe payment delinquency.
Failure Score	↑	61	Moderate Risk of severe financial stress.
D&B Viability Rating		3 2 C I	View More Details
Bankruptcy Found		N	
D&B Rating		--	Undetermined.

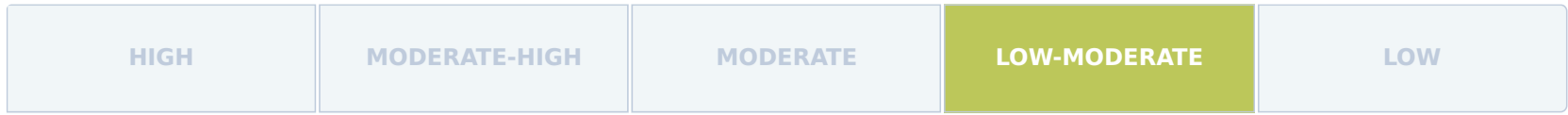
COMPANY PROFILE

D-U-N-S 95-777-5161	Mailing Address UNITED STATES	Employees 23
Legal Form Unknown	Telephone +1 858 254 9763	Age (Year Started) 14 Years (2010)
History Record Incomplete	Present Control Succeeded 2010	Named Principal Stephen Quirk, PRES
Date Incorporated 06/30/2010		Line of Business Electric services
State of Incorporation CALIFORNIA		SIC 4911
Ownership Not publicly traded		NAICS 221118



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months: **Stable Condition**

Based on the predicted risk of business discontinuation: **Likelihood-Of-Continued-Operations**

Based on the predicted risk of severely delinquent payments: **Very Low Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

75,000 (USD)

The recommended limit is based on a low probability of severe delinquency.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE

Probability of failure over the next 12 months

0.17 %



Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW

Probability of delinquency over the next 12 months

1.07 %



Past 12 Months

Low Risk

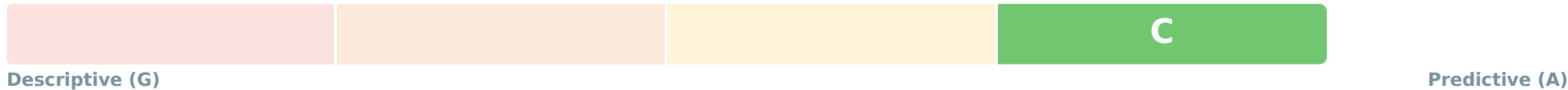
High Risk

VIABILITY RATING SUMMARY

Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Unavailable
Trade Payments	Available: 3+Trade
Company Size	Medium: Employees: 10-49 or Sales: \$100K-\$499K
Years in Business	Established

D&B PAYDEX® ⓘ



0 pays on time

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS ⓘ

UNDETERMINED

PAYDEX® TREND CHART ⓘ



SBRI ORIGINATION



No SBRI Origination Score data is currently available.

D&B SBFE SCORE



No D&B SBFE Score data is currently available.

D&B RATING ⓘ

Special Rating

-- : [Undetermined](#)

Current Rating as of 05/30/2019

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	4	11/17/2020
Suits	0	-

Events	Occurrences	Last Filed
UCC	0	-

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
0 Days

3 Months
From Apr-24 to Jun-24

High Risk (120+) Low Risk (0)


Days Beyond Terms Past 3 months :
Low Risk:0 ; High Risk:120+

Dollar-weighted average of 2 payment experiences reported from 2 companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET



No Data Available

TRADE PAYMENTS

Highest Past Due:
0

Highest Now Owning 250,000	Total Trade Experiences 13	Largest High Credit 250,000
--------------------------------------	--------------------------------------	---------------------------------------

FINANCIAL OVERVIEW - PROFIT AND LOSS


No Data Available

OWNERSHIP

This company is a Single Location.

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS ⓘ



There are no alerts for this D-U-N-S Number.

NEWS

MANAGEMENT CHANGE, NEW ALLIANCE, EXECUTIVE ACTIVITY

[Interplay Learning Names Jim Clor As Vice President \(VP\) Of Education And Workforce Development](#) | HVAC Informed | 05/29/2024

MANAGEMENT CHANGE, GENERAL INDUSTRY, NEW ALLIANCE, EXECUTIVE ACTIVITY

[Jim Clor Named VP of Workforce Development at Interplay Learning](#) | HTC- HRTECHCUBE | 05/24/2024

MANAGEMENT CHANGE, EXECUTIVE ACTIVITY

[Interplay Learning Names Jim Clor as VP of Education and Workforce Development](#) | The Wetumpka Herald | 05/22/2024

GENERAL INDUSTRY, NEW ALLIANCE

[Mobilizing Technical Training for Military Housing Maintenance Teams with Interplay Learning](#) | PR Newswire - Aerospace Defense | 05/14/2024

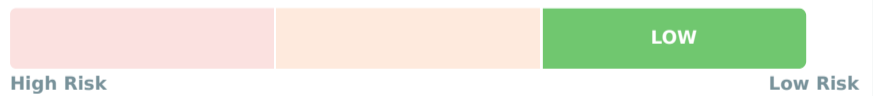
COUNTRY/REGIONAL INSIGHT



United States Of America

Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.

Risk Category



Available Reports

[Country Insight Report \(CIR\)](#) ⓘ

Current Publication Date: 05/17/2024

[Country Insight Snapshot \(CIS\)](#) ⓘ

Current Publication Date: 05/17/2024

STOCK PERFORMANCE



No stock performance data is available for this D-U-N-S Number.

information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

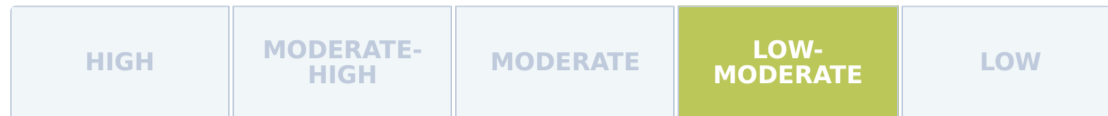
Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



MAXIMUM CREDIT RECOMMENDATION

75,000 (USD)

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3**: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **2** with this model segment: **16 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✗ No Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Medium: Employees: 10-49 or Sales: \$100K-\$499K**
- Years in Business: **Established: 5+**



Financial Data

False

Trade Payments

Available:
3+Trade

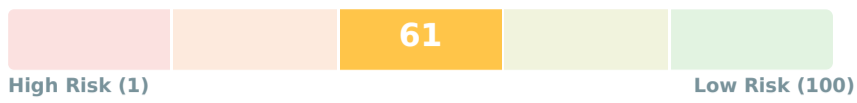
Company Size

Medium

Years in Business

Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences

Level of Risk Moderate	Raw Score 1497	Probability of Failure 0.17 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 3
-----------------------------------------	---------------------------------	------------------------------------------------	-----------------------------------------------------------------------------------------	--------------------------

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	61
Region:(WEST SOUTH CENTRAL)	33
Industry:INFRASTRUCTURE	29
Employee range:(20-99)	56
Years in Business:(11-25)	43

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Evidence of open liens
- Higher risk industry based on delinquency rates for this industry

Level of Risk Low	Raw Score 603	Probability of Delinquency 1.07 %	Compared to Businesses in D&B Database 10.2 %	Class 1
------------------------------------	--------------------------------	----------------------------------------------------	--------------------------------------------------------------------	--------------------------

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	96
Region:(WEST SOUTH CENTRAL)	35
Industry:INFRASTRUCTURE	15
Employee range:(20-99)	82
Years in Business:(11-25)	46

D&B PAYDEX

When weighted by amount, Payments to suppliers average 0 Pays on time

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 78
Equals 3 Days Beyond Terms

Business and Industry Trends

D&B 3 MONTH PAYDEX

UNDETERMINED

D&B RATING

Current Rating as of 05/30/2019

Special Rating

-- : [Undetermined](#)

Trade Payments

Currency: All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour

0

Days Beyond Terms

Highest Now Owing :

250,000 (USD)

% of Trade Within Terms

100%

Total Trade Experiences:

13

Largest High Credit :
250,000 (USD)

Average High Credit :
53,550 (USD)

Highest Past Due

0 (USD)

Total Unfavorable Comments :

0

Largest High Credit:
0 (USD)

Total Placed in Collections:

0

Largest High Credit:
0 (USD)

D&B PAYDEX

When weighted by amount, Payments to suppliers average 0 Pays on time

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 78

Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

UNDETERMINED

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

4911 - Electric services

	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	Current 2024	
This Business	64	64	64	64	64	64	66	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Industry Quartile																									
Upper	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	-	-
Median	-	-	77	-	-	77	-	-	77	-	-	77	-	-	77	-	-	77	-	-	78	-	-	-	-
Lower	-	-	69	-	-	69	-	-	69	-	-	70	-	-	69	-	-	70	-	-	70	-	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	250,000 (USD)	100
50,000 - 99,999	0	0 (USD)	0
15,000 - 49,999	0	0 (USD)	0
5,000 - 14,999	2	15,000 (USD)	100
1,000 - 4,999	1	2,500 (USD)	100
Less than 1,000	1	250 (USD)	100

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

[Collapse All](#) | [Expand All](#)

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼48 - Communications	1	250	100	0	0	0	0
4812 - Radiotelephone commun	1	250	100	0	0	0	0
▼73 - Business Services	1	250,000	100	0	0	0	0
7372 - Prepackaged software	1	250,000	100	0	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	3	7,500	100	0	0	0	0
9311 - Public finance	3	7,500	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/24	Pays Promptly	-	250,000	250,000	0	1
04/24	Pays Promptly	-	250	250	0	1
02/24	-	Cash account	1,000	0	0	1
02/24	-	Cash account	50	0	0	1
02/24	-	Cash account	50	0	0	1
12/23	Pays Promptly	-	7,500	0	0	1
12/23	Pays Promptly	-	2,500	0	0	1
09/23	-	Cash account	50	0	0	1
08/23	-	Cash account	100	0	0	1
07/23	-	Cash account	50	0	0	Between 2 and 3 Months
07/23	-	Cash account	50	0	0	1
06/23	Pays Promptly	-	7,500	0	0	1
06/22	-	Cash account	50	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	8	1,400 (USD)
Payment record unknown	0	0 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	0	0 (USD)
Total in D&B's file	13	269,150 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	4 Latest Filing: 11/17/2020	0 Latest Filing: -	0 Latest Filing: -

EVENTS

Lien - Tax Lien

Filing Date	11/17/2020
Filing Number	30082874
status	Open
Date Status Attained	11/17/2020
Received Date	12/02/2020
Amount	617 (USD)
Debtors	INTERPLAY LEARNING LLC
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	11/17/2020
Filing Number	30082875
status	Open
Date Status Attained	11/17/2020
Received Date	12/02/2020
Amount	616 (USD)
Debtors	INTERPLAY LEARNING LLC
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	11/17/2020
Filing Number	30082876
status	Open
Date Status Attained	11/17/2020
Received Date	12/02/2020
Amount	614 (USD)
Debtors	INTERPLAY LEARNING LLC

Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN
Lien - Tax Lien	
Filing Date	09/04/2020
Filing Number	2009040823
status	Void
Date Status Attained	12/18/2020
Received Date	03/17/2021
Amount	6,615 (USD)
Debtors	INTERPLAY LEARNING, INC.
Creditors	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures shown in USD unless otherwise stated

SPECIAL EVENTS	
Date	Event Description
04/19/2023	BOARD OF DIRECTORS UPDATE: According to published reports, Interplay Learning announced that Kim Caldbeck has joined the Board of Directors.
01/17/2023	Business address has changed from 3500 Jefferson St Ste 206, Austin, TX, 78731 to 1717 W 6th St, Austin, TX, 78703.
02/22/2021	FUNDING/INVESTMENT: According to published reports, Interplay Learning, DUNS 957775161, (Austin, TX) announced that it has completed an \$18M Series B round of financing. The round was co-led by Owl Ventures and S3 Ventures with participation from Strada Education Network and The Venture Reality Fund, as well as participation from existing investors SJF Ventures, Sierra Ventures, Holt Ventures, Wild Basin Investments and Shelter Capital Partners.
-	BOARD OF DIRECTORS UPDATE: According to published reports, Interplay Learning announced that Ian Chiu, will join Interplays Board of Directors.
02/19/2021	FUNDING/INVESTMENT: According to published reports, Interplay Learning, DUNS 957775161, (Austin, TX) announced it completed an \$18 Million Series B round of financing. Owl Ventures and S3 Ventures co-led the round, with additional investment from Strada Education Network and The Venture Reality Fund, as well as participation from existing investors SJF Ventures, Sierra Ventures, Holt Ventures, Wild Basin Investments and Shelter Capital Partners.
-	BOARD OF DIRECTORS UPDATE: According to published reports, Interplay Learning announced that Ian Chiu, will join Interplay's Board of Directors.
07/27/2020	Business address has changed from 1400 W 5th St, Austin, TX, 78703 to 3500 Jefferson St Ste 206, Austin, TX, 78731.
05/30/2019	Business name changed from INTERPLAY ENERGY LLC to Interplay Learning, Inc.
-	Business address has changed from 226 23rd St, Del Mar, CA, 92014 to 1400 W 5th St, Austin, TX, 78703.

Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

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Currency: All figures shown in USD unless otherwise stated

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D&B currently has no financial information on file for this company

Company Profile

Currency: All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

95-777-5161

Mailing Address

UNITED STATES

Employees

23

Legal Form

Unknown

Telephone

+1 858 254 9763

Age (Year Started)

14 Years (2010)

History Record

Incomplete

Present Control Succeeded

2010

Named Principal

Stephen Quirk, PRES

Date Incorporated

06/30/2010

SIC

4911

Line of Business

Electric services

Business Commenced On

2010

NAICS

221118

State of Incorporation

CALIFORNIA

Ownership

Not publicly traded



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-27
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name

INTERPLAY ENERGY LLC

Corporation Type

Unknown

State of Incorporation

CALIFORNIA

Registration ID	201021510459
Registration Status	CONVERTED OUT
Date Status Attained	10/28/2016
Filing Date	06/30/2010
Where Filed	BUSINESS PROGRAMS DIVISION

Registered Agent

Name	STEPHEN QUIRK
Address	226 23RD ST, DEL MAR, CA, 920140000

Registered Principal

Name	DOUGLAS DONOVAN
Title	Manager
Address	1821 WESTLAKE DR #116, AUSTIN, TX, 787460000

PRINCIPALS

Officers

STEPHEN QUIRK, PRES

Directors

DIRECTOR(S): The officers identified by (+) and Kim Caldbeck.

COMPANY EVENTS

The following information was reported on: 04/19/2023

The Delaware Secretary of States business registrations file showed that Interplay Learning, Inc was registered as a Corporation on October 28, 2016, under the file registration number 6195416. Stock ownership is undetermined.

This business was registered as a Limited Liability Company in the State of Delaware but converted to a Corporation registered in the State of Delaware on March 25, 2019.

Business started 2010.

STEPHEN QUIRK. Antecedents are unknown.

KIM CALDBECK. Antecedents are unknown.

Business address has changed from 226 23rd St, Del Mar, CA, 92014 to 1400 W 5th St, Austin, TX, 78703.

Business address has changed from 1400 W 5th St, Austin, TX, 78703 to 3500 Jefferson St Ste 206, Austin, TX, 78731.

Business address has changed from 3500 Jefferson St Ste 206, Austin, TX, 78731 to 1717 W 6th St, Austin, TX, 78703.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/19/2023

Business Information

Description	Provides electric services. Terms are on a fee basis. Sells to undetermined.
--------------------	---------------------------------------------------------------------------------

Employees	23 which includes partners.
------------------	-----------------------------

Financing Status	Unsecured
-------------------------	-----------

Facilities	Occupies premises in building.
-------------------	--------------------------------

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
4911	Electric services	-
49110000	Electric services	-

NAICS Codes	NAICS Description
221118	Other Electric Power Generation

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *

Sales Representatives

IrincoJ@DNB.com

Credit Limit

Total Outstanding

Your Information Currency

US Dollar (USD)

Last Login : 06/05/2024 04:16:34 PM

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Interplay Learning, Inc.
Austin, TX United States

Certificate Number:
2024-1108747

Date Filed:
01/04/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Lubbock County

Date Acknowledged:
02/12/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-12-05
Online, On-Demand Skilled Trades Training Catalog Featuring VR and 3D Simulations.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	S3 Ventures Fund VI, L.P.	Austin, TX United States	X	
	Donovan, Douglas	Austin, TX United States	X	
	Plauche, Charlie	Austin, TX United States	X	
	Decker, Sam	Austin, TX United States	X	
	Griffin, Rogan	Sandy, UT United States	X	
	Chiu, Ian	Austin, TX United States	X	
	Caldbeck, Kimberly	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Licensing to Fit Your Use Case

2025 January



Interplay Team Account

For Facilities Teams

10k
Up to 15 learners
Additional Users available

10% Discount via Omnia
Public Co-Op

Interplay Educational

For CTE Learners

10k
Up to 30 full term learners

10% Discount via Omnia
Public Co-Op

Workforce Development

For Career Exploration

10k minimum
Pricing based on
organization model

10% Discount via Omnia
Public Co-Op

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Interplay Learning, Inc.

Address 1717 W 6th St, Suite 405

City/State/Zip Austin, TX 78703

Telephone No. 855-980-2525

Email Address finance@interplaylearning.com

Printed Name Tyler Swanson

Title Vice President of Finance

Authorized signature *Tyler Swanson*

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Tyler Swanson, as an authorized representative of

Interplay Learning, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

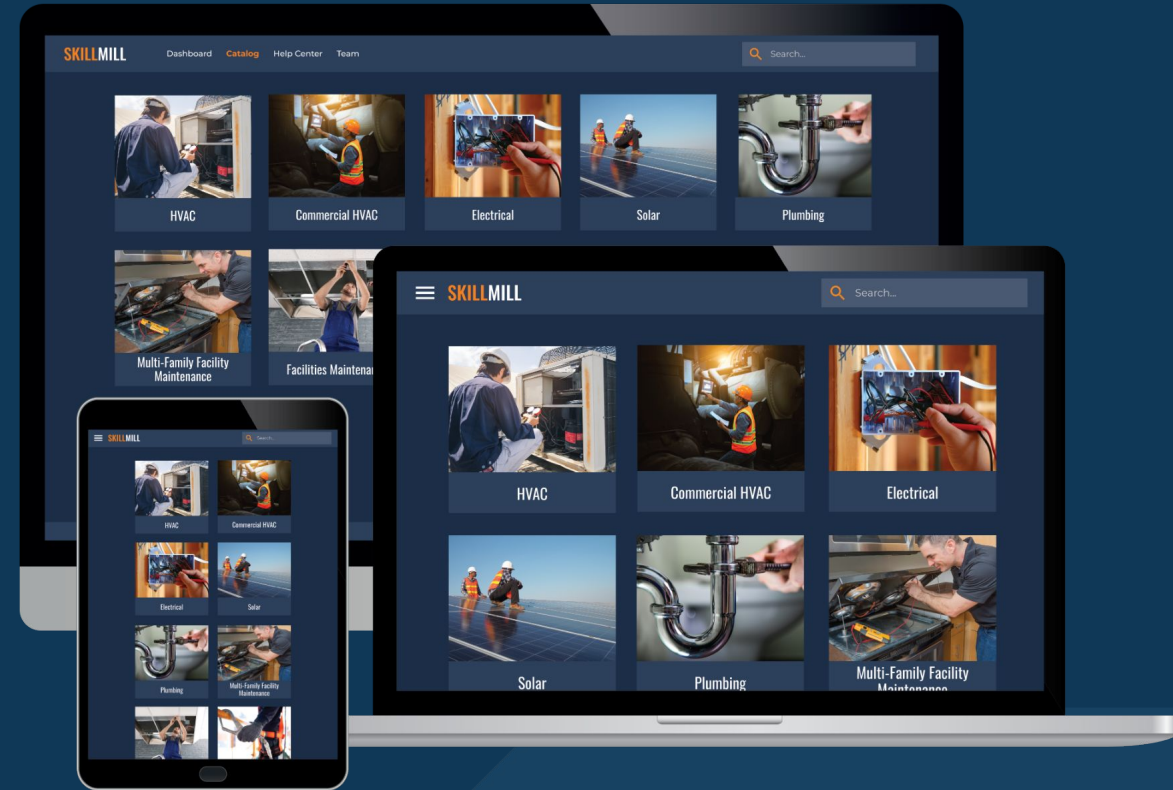
Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Tyler Swanson
Signature of Named Authorized Company Representative

06/13/2024
Date



Interplay Learning: Simulation-Based for Skilled Trades

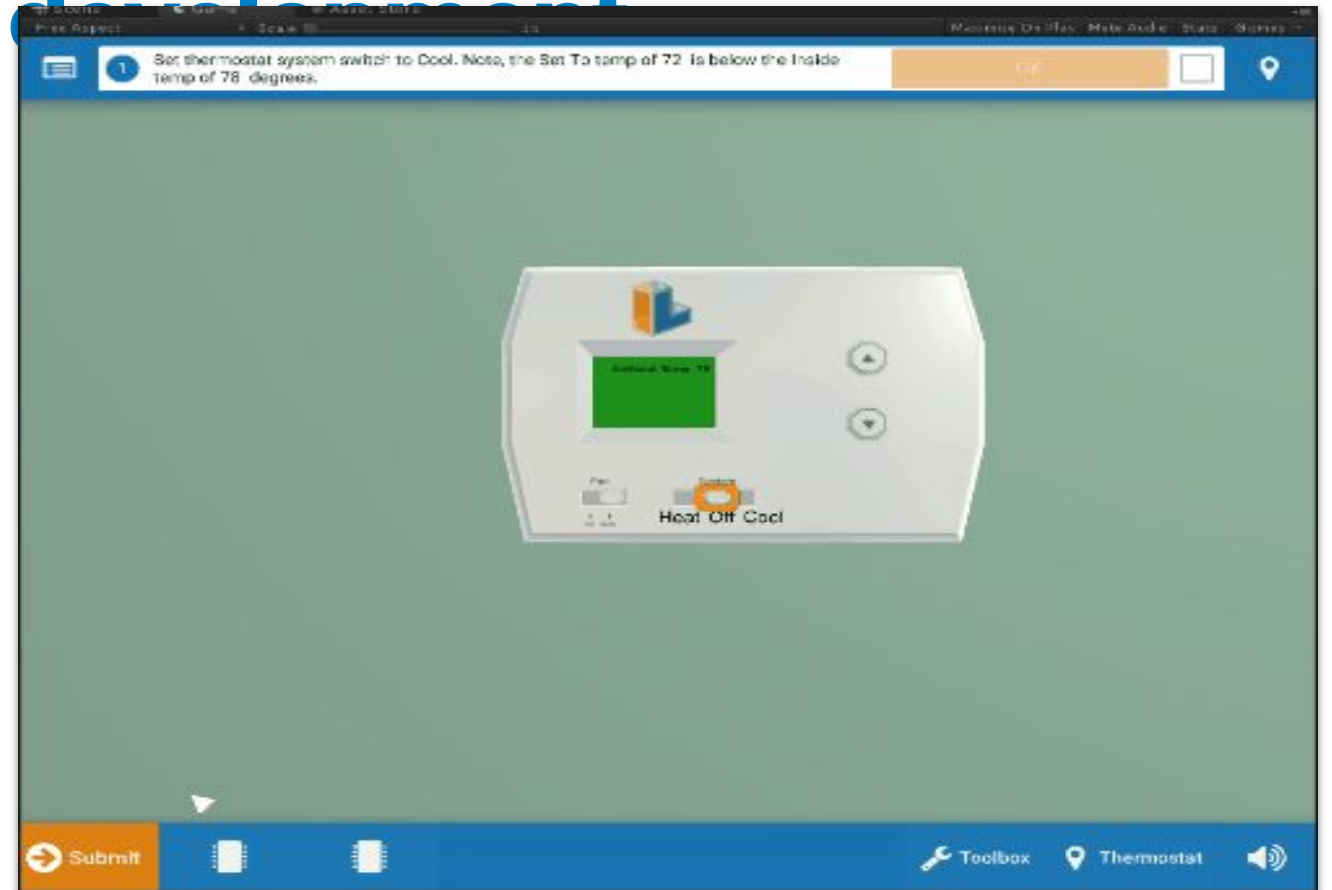
Build the program that works for Region 4

Interplay Learning At-A-Glance

- ✓ **FOUNDED 2016**
- ✓ **PEOPLE TRAINED 130,000+**
- ✓ **UNIQUE TRAINING 450+ Hours**
- ✓ **TRAINING FOR HVAC, Electrical, Safety, Plumbing, and more!**



The market leader for hands-on skill development



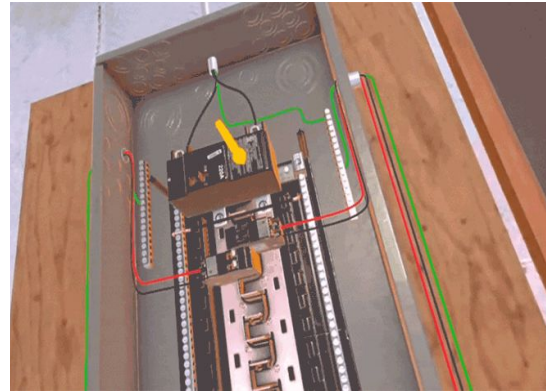


Your One-Stop-Shop for Facilities Maintenance Training & Trades Education



CHVAC

- Trades Math
- AC System Tools – Pressure and Refrigerant Basics
- Symbols and Wiring Diagrams
- Gas Rooftop Refrigeration Troubleshooting
- Chiller Unit Components
- And more!



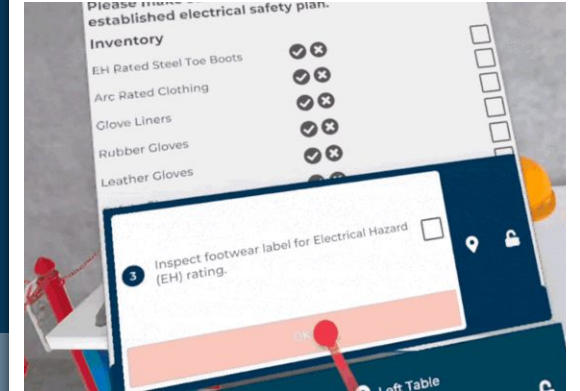
ELECTRICAL

- Fundamental Electrical Concepts
- Electrical Panels: Components and Safety
- Power Distribution, Delta, and Wye Systems
- How to Use a Multimeter
- Electrical Tools
- And more!



PLUMBING

- Basic Plumbing Tools
- Caulking and Sealing
- Getting Started with Flushometers
- Automatic Flushometer Retrofit
- Commercial Plumbing Introduction
- And more!



SAFETY

- Lockout/Tagout
- Bloodborne Pathogens
- Electrical and Plumbing Safety
- Ladder and Fall Safety
- Hand and Power Tool Safety
- Rooftop Safety
- Drivers Safety
- And more!

Interplay in the Training Ecosystem



Manufacturers



Schools



Employers



Channel Partners



Certification and Accreditation



Workforce Dev & Apprentices Programs





5 Actionable Ways to Enhance Your Learning Culture



Ramp and On-Board Paths

Require self-paced learning to train/educate your way



Promotion and Raise Paths

Promote and incentivize rewarding new skills or cross training



Certification Paths and Safety

NATE, EPA, OSHA, DOL, Apprenticeships, CEU's



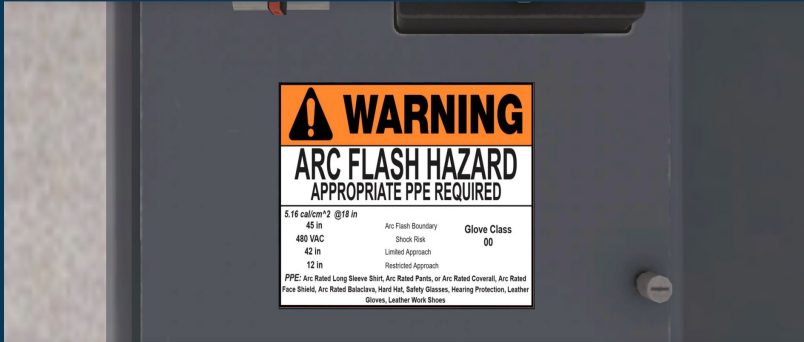
Address Problem Areas

Identify high cost centers, high call back scenarios. Review and address points of priority



Collaborative Training Tools

Leverage technology to attract CTE students



Video-Based

- Instructional
- Highly Visual
- Short & Sweet



Simulation-Based

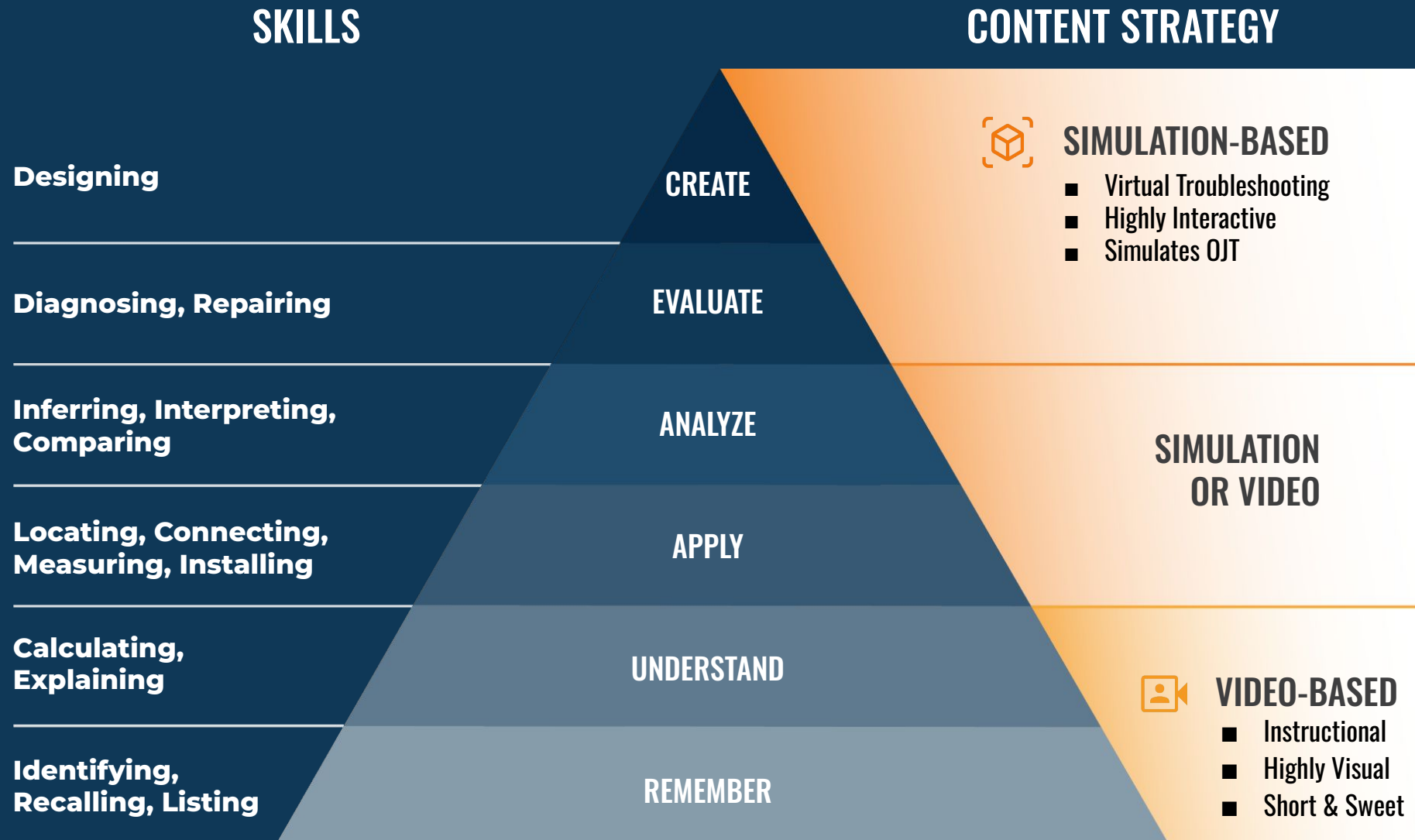
- Virtual Troubleshooting
- Highly Interactive
- Simulates OJT

Retention

Quizzes
Exams
Assessment Simulations



Matching Skills to Strategy






BLOOM'S TAXONOMY



Sim & VR Benefits to Trades Education

Improved Outcomes Inside and Outside the Classroom

Benefit to Student	Benefit to Instructor	Benefit to Program
Students gain confidence and skills before working on real equipment	Auto-graded assessments pinpoint struggling students earlier	Reduced equipment and material costs 
Life-like troubleshooting promotes critical thinking	Increased practice time outside of the lab	Access to a broad range of equipment and teaching scenarios 
Safe, structured environment to make mistakes	Higher student engagement via game-like, online activities	Space savings 
Real-time feedback	Customizable content in one place, your LMS or ours	Preparedness for any teaching scenario – remote or hybrid
Competitive and game-like for increased engagement	Implementation and onboarding support	

What's Included?



FULL & GROWING COURSE CATALOG

More than 450
hours of video and
simulation courses



MANAGEMENT DASHBOARD

Who is ready for which job?
Skills competency visibility
across workforce



SKILL ASSESSMENTS

Understand and weigh risks in
your teams operational
experience in seconds



UNLIMITED ACCESS TO CONTENT

Learn, practice, master
to gain proficiency and
boost confidence



CUSTOMER SUCCESS MANAGER

From getting started to best
practices, and implementing
features to account maintenance



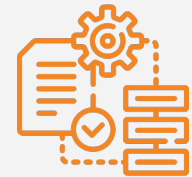
TECHNICAL SUPPORT

U.S.-based support
for any technical challenges



PERSONALIZED LEARNING PATHS

Enhance team opportunities by
customizing course content



LMS INTEGRATION

Expand insights on team
performance by layering SkillMill
technology on top of other LMS
platforms



**Better Careers,
Better Lives.**