

END USER LICENSE AGREEMENT (EULA)

Mage Duel

Last Updated: 3/17/26

1. DEFINITIONS

For purposes of this Agreement:

- **“Company”** means Tutorworks, Inc.
 - **“Software”** means the Mage Duel application, including all content, features, AI systems, and updates
 - **“User”** or **“You”** means any individual or entity accessing or using the Software
 - **“Government User”** means any user accessing the Software on behalf of the U.S. Government
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2. ACCEPTANCE OF TERMS

By installing, accessing, or using the Software, You agree to be bound by this End User License Agreement (“Agreement”).

If You do not agree to these terms, You must not use the Software.

This Agreement applies to all Users, including commercial, educational, and Government Users.

3. LICENSE GRANT

Subject to this Agreement, the Company grants You a limited, non-exclusive, non-transferable, revocable license to use the Software for its intended purposes.

You shall not:

- Copy, distribute, or sublicense the Software
- Reverse engineer, decompile, or attempt to extract source code
- Modify or create derivative works of the Software
- Use the Software outside the scope of your authorized license

4. OWNERSHIP

The Software and all associated intellectual property rights are and shall remain the exclusive property of the Company.

No ownership rights are transferred to You under this Agreement.

5. AI FEATURES AND DISCLAIMER

The Software includes artificial intelligence (“AI”) systems that generate dialogue, feedback, and adaptive learning experiences.

You acknowledge and agree that:

- AI-generated outputs may be inaccurate or incomplete
- Outputs are provided for educational and training purposes only
- The Software does not replace professional instruction or certified training

6. USER CONDUCT

You agree not to:

- Use the Software for unlawful or unauthorized purposes
- Attempt to gain unauthorized access to systems or data
- Interfere with or disrupt the operation or security of the Software

7. ACCOUNTS AND ACCESS

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activities conducted under your account

For enterprise or Government deployments, account access may be managed by your organization.

8. UPDATES AND MODIFICATIONS

The Company may update, modify, or discontinue the Software or any features at any time without notice.

9. MODDING AND USER-GENERATED CONTENT

9.1 General Permission

Modifications (“Mods”) are permitted only if explicitly authorized by the Company.

9.2 Restrictions

You may not:

- Modify AI systems or core learning mechanics
- Circumvent licensing or security controls
- Introduce harmful, unlawful, or misleading content

9.3 Government Environments

Modding is prohibited in Government or restricted deployments unless expressly authorized.

9.4 Company Rights

The Company may remove or disable Mods that pose security, legal, or operational risks.

10. STEAM PLATFORM DISTRIBUTION

If You access the Software via **Valve Corporation**:

- Your use is also subject to the **Steam Subscriber Agreement**
 - Valve Corporation is not responsible for the Software
 - Purchases and refunds are governed by Steam policies
 - The Company remains the licensor of the Software
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11. PLATFORM VARIATIONS

Features and functionality may vary depending on platform, environment, or deployment configuration.

12. TERMINATION

This Agreement is effective until terminated.

The Company may terminate this Agreement if You violate its terms. Upon termination, You must cease all use of the Software.

13. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR BUSINESS INTERRUPTION.

15. EXPORT COMPLIANCE

You agree to comply with all applicable U.S. export control laws and regulations.

16. U.S. GOVERNMENT RIGHTS

If the Software is acquired by or on behalf of the U.S. Government:

- The Software is provided as **Commercial Computer Software**
- Use is subject to:
 - FAR 12.212
 - DFARS 227.7202

The Government receives only those rights specified in this Agreement unless otherwise provided in a separate written contract.

17. SECURITY AND AUTHORIZED USE

In restricted or Government environments:

- Access may be limited to authorized users
 - Features may be modified to meet security requirements
 - Users must comply with applicable organizational policies
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18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, except where federal law applies to Government Users.

19. CONTACT INFORMATION

Tutorworks, Inc.
533 Airport Blvd, Ste 400
Burlingame, CA 94010
info@mageduel.com

PRIVACY POLICY

Mage Duel

Last Updated: 3/17/26

1. OVERVIEW

This Privacy Policy describes how Tutorworks, Inc. (“Company”) collects, uses, and protects information in connection with Mage Duel (“Software”).

2. INFORMATION WE COLLECT

2.1 Account Information

- Name or username
- Email address
- Organization (if applicable)

2.2 Usage Data

- Gameplay interactions
- Dialogue inputs and responses
- Progress and performance metrics

2.3 Technical Data

- IP address (which may be truncated or anonymized)
 - Device and system information
 - Log data
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3. LEARNING ANALYTICS

The Software analyzes user interactions to:

- Provide adaptive feedback
- Improve learning outcomes
- Measure user progress

4. HOW WE USE INFORMATION

We use collected information to:

- Operate and maintain the Software
- Improve features and performance
- Provide AI-driven functionality
- Ensure system security and integrity

We do **not sell personal data**.

5. AI PROCESSING

User inputs may be processed by AI systems to generate dialogue, feedback, and adaptive experiences.

Such processing is limited to operation and improvement of the Software.

6. DATA SHARING

We may share information:

- With service providers supporting the Software
- When required by law or legal process
- With authorized organizations managing user access

We do not share personal data for advertising purposes.

7. U.S. GOVERNMENT DATA

For Government Users:

- Data handling may be governed by applicable contracts
- Systems may operate in restricted or approved environments
- Access may be limited to authorized personnel

Where applicable, contractual terms take precedence over this Privacy Policy.

8. DATA RETENTION

We retain information only as long as necessary to:

- Provide services
 - Fulfill contractual obligations
 - Comply with legal requirements
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9. DATA SECURITY

We implement reasonable safeguards, including:

- Encryption in transit
- Access controls
- Monitoring and logging

No system is completely secure, but we take appropriate measures to protect data.

10. YOUR RIGHTS

Depending on your jurisdiction, You may have rights to:

- Access your personal data
- Request corrections or deletion

Requests may need to be submitted through your organization for enterprise or Government users.

11. CHILDREN'S PRIVACY

The Software is not intended for children under 13 without appropriate authorization.

12. INTERNATIONAL USE

If the Software is accessed outside the United States, data may be processed in the United States.

13. CHANGES TO THIS POLICY

We may update this Privacy Policy from time to time. Continued use of the Software constitutes acceptance of any updates.

14. CONTACT INFORMATION

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