



Service Order

Customer Name and Contact Information

Name: Dietrich Schools

Address: 406 N Park St. Dietrich, Idaho 83324

Customer Primary Point of Contact

Name: Stefanie Shaw

Email Address: stefanies@dietrichschools.org

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Petra Taggart

Email Address: petra.taggart@presencelearning.com

1. SLP Assessments

Service	Price per Service
Screening by SLP	\$75.00
Bilingual Screening by SLP	\$125.00
Evaluation Coordination and Reporting by SLP	\$265.00
Evaluation Coordination and Reporting by Bilingual SLP	\$300.00
Review of Records by SLP	\$125.00
Articulation Standard Assessment by SLP	\$110.00
Auditory Processing Select Index by SLP	\$120.00
Classroom Observation by SLP	\$95.00
Early Childhood Language Assessment by SLP	\$165.00
Fluency Standard Assessment by SLP	\$150.00
Language Select Subtests by SLP	\$73.00
Language Standard Assessment by SLP	\$215.00
Pragmatic Language Standard Assessment by SLP	\$125.00
Phonological Process Analysis Select Subtests by SLP	\$63.00
Phonological Processing Assessment by SLP	\$110.00
Supplemental Speech- Language Screener by SLP	\$58.00
Spanish Language Standard Assessment by SLP	\$215.00
Spanish Language Select Subtests by SLP	\$90.00
Spanish Auditory Processing Select Subtests by SLP	\$122.00
Additional Bilingual Assessment Component by SLP	\$90.00
Spanish Articulation Measures (SAM) by SLP	\$85.00
Spanish Articulation Standard Assessment by SLP	\$100.00
Bilingual Evaluation: Special Considerations	\$33.00
AAC Evaluation: Special Considerations	\$33.00
AAC: Device Analysis	\$63.00
AAC: Device Trial	\$33.00
AAC: Feature Matching Trials	\$33.00
Desired Results Development Profile Component- DRDP (CA only)	\$125.00
Rating Scale Assessment by SLP	\$125.00
Speech-Language Sample by SLP	\$125.00
Additional Language Subtest by SLP	\$73.00
Extended Coordination by SLP	\$63.00
Language Difference vs. Disorder Analysis by SLP	\$94.00
Unplanned Student Absence SLP	\$50.00
Parent Interview by SLP	\$63.00
Student Interview by SLP	\$63.00
Teacher Interview by SLP	\$63.00
Results Meeting	\$125.00

2. OT Assessments

Service	Price per Service
Screening by OT	\$73.00
Evaluation Coordination and Reporting by OT	\$265.00
Review of Records by OT	\$124.00
Classroom Observation by OT	\$93.00
Standard School-Related-ADL Assessment by OT	\$97.00
Standard Sensory Processing Assessment by OT	\$30.00

Standard Motor Skills Assessment by OT	\$123.00
Standard Visual Perception Assessment by OT	\$97.00
Standard Preschool Assessment by OT	\$153.00
Additional Assessment Component by OT	\$73.00
Extended Coordination by OT	\$63.00
Informal Fine Motor Assessment by OT	\$80.00
Unplanned Student Absence OT	\$50.00
Parent Interview by OT	\$63.00
Student Interview by OT	\$63.00
Teacher Interview by OT	\$63.00
Results Meeting	\$124.00

3. BMH Assessments

Service	Price per Service
Screening by MHP/Ed Diag	\$143.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$233.00
Rating Scale Assessment by MHP/Ed Diag	\$190.00
Classroom Observation by MHP/ Ed Diag	\$133.00
Additional Assessment by MHP/Ed Diag	\$235.00
Additional Requested Meetings by MHP/Ed Diag	\$68.00
Additional Requested Paperwork by MHP/Ed Diag	\$68.00
Functional Behavior Assessment by MHP/Ed Diag	\$355.00
Intervention Data Analysis by MHP/Ed Diag	\$68.00
Parent Interview by MHP/Ed Diag	\$68.00
Student Interview by MHP/Ed Diag	\$68.00
Teacher Interview by MHP/Ed Diag	\$68.00
Results Meeting	\$110.00
Extended Coordination by MHP/Ed Diag	\$68.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

4. Psychoeducational Assessments

Service	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$235.00
Cognitive Select Subtests	\$155.00
Processing Select Subtests by MHP/Ed Diag	\$165.00
Achievement Select Subtests	\$118.00
Rating Scale Assessment by MHP/Ed Diag	\$175.00
Classroom Observation by MHP/ Ed Diag	\$133.00
Achievement Standard Battery	\$233.00
Long Cognitive Battery	\$300.00
Additional Assessment by MHP/Ed Diag	\$260.00
Processing Standard Battery	\$300.00
Additional Requested Meetings by MHP/Ed Diag	\$68.00
Schoolwide Consultation	\$78.00 per hour

Short Cognitive Battery	\$150.00
Spanish Select Subtests by MHP/Ed Diag	\$272.00
Spanish Battery	\$378.00
Screening by MHP/Ed Diag	\$133.00
Additional Requested Paperwork by MHP/Ed Diag	\$68.00
Functional Behavior Assessment by MHP/ Ed Diag	\$355.00
Intervention Data Analysis by MHP/Ed Diag	\$68.00
Extended Coordination by MHP/Ed Diag	\$68.00
Results Meeting	\$110.00
Parent Interview by MHP/ Ed Diag	\$68.00
Student Interview by MHP/Ed Diag	\$68.00
Teacher Interview by MHP/Ed Diag	\$68.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

Document Camera	\$90.00 (each)
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Assessments Commitment	
Psychoeducational Assessment Commitment	

Approved and Agreed:

<p>DocuSigned by: Presence Learning, Inc. By: <i>Anthony Alejandro</i> <small>B0FCF67C76C3423...</small> Name: Anthony Alejandro Title: VP, Customer Success - West Date: 2023-06-21</p>	<p>Customer: Dietrich Schools By: <i>Stefanie Shaw</i> Name: Stefanie Shaw Title: Superintendent Date: 6/19/23</p>
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MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M1, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of Presence and Customer may individually be referred to as a “Party” and collectively referred to as the “Parties”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Presence and Customer, hereby agree as follows:

- 1. Structure of the Agreement.** This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”). The Services shall be described in one or more schedules (each, a “Schedule”), service orders (each, a “Service Order”), and/or exhibits (each, an “Exhibit”), each of which shall reference this MSA and, with respect to each Schedule or Service Order, shall be executed by the Parties. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This MSA and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the MSA) agree to: (a) exclude or except an otherwise controlling provision of this MSA; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this MSA; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this MSA (or any Incorporated Document).
- 2. Fee and Payment Terms.** Customer shall pay all fees (collectively, “Fees”) specified in the Schedule or Service Order for the Services being purchased. Fees are due and payable thirty (30) calendar days from date of invoice, unless specified otherwise in a Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.
- 3. Term; Termination; Effects of Termination.**

 - 3.1. Term.** The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the “Term”). Each Incorporated Document shall have the term specified therein.
 - 3.2. Termination.** This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours (if Weekly Dedicated Hours are included in the Service Order).
 - 3.3. Effects of Termination.** Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). Customer may purchase necessary equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule.

4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer or its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

4.3.2.5. Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

5. Parties' Proprietary Rights; Use of Customer Intellectual Property; Removal of Content; Other Rights.

5.1. Presence Proprietary Rights. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence (collectively, "Presence Intellectual Property").

5.2. Other Rights. Customer grants to Presence the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a customer in promotional materials. Customer may revoke this grant at any time by notifying Presence in writing.

6. Confidentiality.

6.1. **Confidential Information.** All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

6.2. **Exceptions.** Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

6.3. **Nondisclosure.** The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 6.3 by any of such Parties' Representatives.

7. Clinician Conversion; Conversion Fee.

7.1. **Clinician Conversion.** During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 7.

7.2. **Conversion Fee.** During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Customer (the "Conversion Effective Date"): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

8. Customer Data; State Privacy Laws; FERPA; HIPAA.

8.1. **Customer Data.** Customer retains all rights, in and to all data, files, information, provided by Customer or its authorized users to Presence ("Customer Data"). During the Term, Customer grants to Presence, solely in connection with Presence's performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

8.2. **State Privacy Laws.** Presence is, and at all times has been, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

8.3. **FERPA.** In connection with the performance of Services, Presence may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that Presence has access to FERPA Records, Presence is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA. Student records that are disclosed to Presence by Customer and maintained within Platform are by definition "education records" under FERPA and not "protected health information" under the HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy

Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of "protected health information" in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records. Presence's FERPA policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

8.4. **HIPAA.** In connection with the performance of Services, Presence may have access to certain "protected health information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

9. **Indemnification.**

9.1. **Indemnification by Customer.** Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer's or its authorized users' illegal behavior or conduct (collectively, "Presence Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

9.2. **Indemnification by Presence.** Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence's activities and obligations under this Agreement (collectively, "Customer Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

9.3. **Conditions of Indemnification.** The obligations set forth in Sections 9.1 and 9.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

10. **Limitation of Liability.**

10.1. **DAMAGE DISCLAIMER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **GENERAL DAMAGE CAP.** IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE GREATER OF THAN THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

11. **Disclaimer of Warranties.** Except as otherwise set forth herein, the Services and Platform are provided "as is" without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer's use of the Platform. Customer understands that Customer's use

and access to the Platform is at Customer's own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, deletion of the materials.

12. Representations and Warranties.

12.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform's necessary specifications and functionality and found it suitable for Customer's needs.

12.2. Presence. Presence represents and warrants that Presence: (a) has the full right, power, and authority to enter into this Agreement and (b) has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Presence, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

13. Miscellaneous.

13.1. Compliance with Laws. Each Party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.

13.2. Competitors. Customer agrees, and will ensure its Authorized Users' and student's compliance, to not share or make available the Platform or Presence Property to a competitor of Presence.

13.3. Survival. Sections 2, 4.3, 5.1, 9-11, and 13 will survive expiration or termination of this Agreement.

13.4. Amendments and Modifications. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both Parties.

13.5. Third Party Beneficiaries. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.

13.6. Assignment. Customer shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Presence and any attempt to do so will be null and void. Presence may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.

13.7. Force Majeure. Neither Party shall be liable for failing or delaying performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Presence will not be responsible for receiving data, queries, or requests directly from Customer's Authorized Users, student users, or any other third party, or for the transmission of data between Customer's authorized users or student users and the Platform.

13.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a Party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.

13.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

13.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

13.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

13.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

13.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PRESENCELEARNING, INC:	CUSTOMER:
By: <u>Anthony Alejandro</u> Name: <u>Anthony Alejandro</u> Title: <u>VP, Customer Success - West</u> Date: <u>2023-06-21</u>	By: <u>Dalonne Hurd</u> Name: <u>Dalonne Hurd</u> Title: <u>Business Manager</u> Date: <u>6/19/2023</u>

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the "Equipment Purchase Schedule") is incorporated and made part of the Master Services Agreement (the "MSA") between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Customer may, at Customer's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. **WISC-V and WAIS-IV Kits.**

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer's student once it has been used.

3. **OT Kits.** Customer may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. **Delivery and Delivery Address; Title; Risk of Loss.**

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 **FOB.** Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **Delivery Dates.** All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

8. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule ("Clinical Service Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

- 1. Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, "Clinical Services").
- 2. Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer's student users and staff (collectively, "Authorized Users").

 - 2.1. Weekly Dedicated Hours.** Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.
 - 2.2. Flexible Hours.** The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.
 - 2.3. Educational Assessments.** If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.
 - 2.4. Psychoeducational Assessment Commitment.** If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.
 - 2.5. Program Implementation Fee.** Each Service Order will include a Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.
 - 2.6. Service Coordination Fee.** Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.
- 3. Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer's support staff and administrators overseeing the Services (collectively, "Staff"), and Presence's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

4. Clinicians.

4.1. Credentials and Clearances. For each Clinician assigned to Customer, Presence has verified clinicians' qualifications to provide services, as applicable, within the Customer's state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer's sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

4.2. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer's sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

4.3. Clinician Availability; Supporting Documentation. Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

4.4. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

PLATFORM LICENSE SCHEDULE

This Platform License Schedule ("Platform License Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. Definitions. With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

"Authorized Users" or "Authorized User" means Customer's teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

"Improvement" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

"Personal Information" and/or "PI" means information that can identify a specific individual.

"Student Data" means any PI belonging to a Student User.

"Student User" or "Student Users" means the Customer's students currently enrolled at Customer's organization.

"Telehealth Institute" means proprietary self-guided training modules.

"Therapy Room" means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. License.

2.1 License Grant. During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the "License").

2.2 Business Use. Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer's Student Users ("Business Use"). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 Disclosure of Improvements and Developments. Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 Acknowledgements. Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. Platform fees. The Annual Fee for use of the License shall be set forth in the Service Order and is nonrefundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service options:**

Service Option	Description
Kanga - Starter	<ul style="list-style-type: none"> ● Limited monthly access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Premier	<ul style="list-style-type: none"> ● Unlimited access to Therapy Room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	<p>Access to Therapy Room and unlimited access to academic achievement assessments.</p> <p>Administrator Dashboard that enables one administrator to track usage of the account.</p>

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga -- Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

