

Live, Online Therapy is Making a Big Difference

Services Guarantee

We believe in building partnerships because a win for you, for the students, for the clinicians, and for eLuma creates more commitment and better student outcomes. At eLuma our commitment to excellence in process and software has enabled us to fill all job openings we contract to fill. This means your students get reliable and consistent services. And in a majority of cases we are able to get services up and running in less than 4 weeks.

Opportunity

As a school administrator, you know firsthand that partnering with a dependable provider makes a world of difference. We truly care about making a difference for you, for the district, and especially for the students. Dependable tools for monitoring, transparency, and accountability bring you the greatest peace of mind. eLuma's track record fulfilling 100% of the job opens we contract to fill is only one piece of the puzzle that will create more value for your district. Many students with special education needs experience great challenges academically, mentally, and socially. With the rising number of students needing services under the Individuals with Disabilities Education Act (IDEA), there is a higher demand for therapy services, Individualized Education Program (IEP) support staff, and specialized personnel. We have to think differently if we're going to meet every child's needs. Blending online and onsite therapy can tremendously increase the quality of therapy in your special education program - even to the tune of increasing productivity by 10-15%, connecting your students with specialized and credentialed therapists, and staffing with great precision.

What schools are saying...

1. "eLuma is awesome to work with as they leave us worry-free, and we know that all will be taken care of. Communication in a virtual world is key, and they have this mastered." Shelley, Director of Special Education
2. "My speech and OT teachers are great, and they help me every week and they are so nice, kind, and funny. I don't feel dumb or wrong with them. I am getting better at speech and am gaining better use of my hands!" Student
3. "I love eLuma!" Karen, Director of Special Education

Facts

- 40+ years of research supporting online therapy
- Approval from all the major national therapy associations, including ATA, ASHA, APA, AOTA, APTA Three-fourths of U.S. consumers say they would use telemedicine services (source:<http://www.healthdatamanagement.com/news/telemedicine-38701-1.html>)
- 47% of school-based therapists responded that job openings were more numerous than job seekers (source: <http://www.asha.org/uploadedFiles/2014-SLP-Supply-Demand.pdf>)
- More than 7 million children are served under the Individuals with Disabilities Act every year (source: http://nces.ed.gov/programs/digest/d13/tables/dt13_204.70.asp)

eLuma Solutions

- Effective online therapy services for Speech Therapy, Occupational Therapy, Mental Health Services, and Physical Therapy (select states)
- Thousands of sessions every month
- Thousands of games and resources for fun and engaging sessions
- Group and individual therapy
- Assessment, IEP management, progress reporting, meeting attendance, scheduling eLuma has experience with hundreds of successful implementations
- Software solutions for school staff
- Value added services to make teletherapy an easy-to-manage district program

School Savings

- Many districts report thousands in savings
- No Travel
- No employee benefits, worker's comp, insurance
- More scheduling flexibility
- No recruiting and retention costs
- Advertising savings
- Little to no material or professional training costs
- Peace of mind



General Information

Quote Name: Dietrich District - SLP (NEW) 2024/25
Quote Created Date: 4/18/2024
Quote Number: Q-00521

Contract Start Date: 07/01/2024
Contract End Date: 06/30/2025
Payment Schedule: Annual

Contact Information

Prepared By: John Higbee
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Contact Name: Stefanie Shaw
Phone: (208)544-2158 X100
Email: stefanies@dietrichschools.org

eLuma, LLC.
2801 N. Thanksgiving Way #170
Lehi, Utah 84043

Billing Contact Info:
Dietrich District
406 N PARK STREET
DIETRICH, Idaho 83324

Order Details					
Product	Qty	Avg Mins per Week	Grouping Percentage	Avg Sessions per Wk	Total Price
Pay Per Use - SLP Assessment	1		%		\$375.00
Per Student Speech Therapy Subscription	10	35	30.00%	1	\$28,004.70

Notes:

Total Price: \$28,379.70



eLuma Master Services Agreement

This eLuma Master Services Agreement, including any Addendums as incorporated herein and any Order Form(s) incorporating this eLuma Master Services Agreement (collectively, this “**Agreement**”) is entered into by and between the entity or other organization set forth on this signature page (“**Partner**”), and eLuma, LLC, a Delaware limited liability company (“**eLuma**”). eLuma and Partner may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.” This Agreement is effective as of the date of last signature (the “**Effective Date**”).

This Agreement consists of: (a) this signature page; (b) the Standard Terms and Conditions; (c) all written Order Forms for the Services and/or Insight SaaS Platform; or (d) applicable Addendum(s), all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Partner: Dietrich District

By (Signature): 

Printed Name: Stefanie Shaw

Title: Superintendent

Date: 5/21/2024

eLuma, LLC

By (Signature): 

Printed Name: Teri Andrews

Title: Chief Sales Officer

Date: 5/21/2024

Standard Terms and Conditions

Partner is an educational institution or school district seeking qualified professionals to furnish certain educational and/or healthcare (including, but not limited to, therapy) services on its behalf to its students with mental health, intellectual, developmental, learning or physical disabilities, as required under federal, state and local laws, as well as other therapy, therapy oversight, and assessment services. eLuma matches contracting partners such as Partner with independent contractor providers authorized to provide certain educational and/or healthcare (including, but not limited to, therapy) services to such contracting partners and their students. Capitalized terms used but not defined in this Standard Terms and Conditions have the meaning assigned to such terms in the applicable Addendum, if any.

1. **AGREEMENT STRUCTURE.** Each Order Form executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions and the additional terms and conditions set forth in the applicable Addendum. Each Order Form shall specifically reference this Agreement, the Addendum(s) to which such Order Form is subject, and describe the purchased Services and/or license to the Insight SaaS Platform, delivery methods, fees, and any other terms applicable to the Services and/or Insight SaaS Platform provided under the Order Form. When fully executed by authorized signatories of the Parties, each Order Form shall be incorporated into, and shall form a part of this Agreement. The provisions of the various documents making up this Agreement shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Standard Terms and Conditions and/or the Addendum applicable to an Order Form, if any, on the one hand and the terms and conditions of an Order Form on the other hand, the terms and conditions of these Standard Terms and Conditions and the Addendum applicable to such Order Form, if any, shall control, unless explicitly stated otherwise in the Order Form, and in that case the conflicting terms and conditions in such Order Form shall apply only to that Order Form.

2. **ELUMA SERVICES.** Subject to the terms and conditions in this Agreement and such applicable Addendum, or as otherwise agreed in a mutually executed Order Form, eLuma will provide Partner with access to the Services as set forth in an Order Form during the Term (as defined below).

3. **INSIGHT SAAS PLATFORM.** eLuma is the developer the Insight SaaS Platform, which is designed to assist Partner in providing certain educational and/or healthcare services to its students. Subject to the terms and conditions in this Agreement, including such applicable Addendum, or a mutually executed Order Form, eLuma will provide one complimentary limited access license to its Insight SaaS Platform located at Insight.eluma.com, which shall include a limited subset of features, such as videoconferencing for each therapy station (a “**Limited License**”), along with reasonable training and support. Each additional Limited License, including for Partner administrators and staff, shall be purchased in accordance with the Order Form. If Partner procures a subscription to a full access license to the Insight SaaS Platform (a “**Full Access License**”), eLuma will provide a designated number of Authorized Users (as defined the Software Terms) with full access to the Insight SaaS Platform, which includes additional functionalities beyond those included in a Limited License.

4. **FEES; TAXES**

4.1 **Fees.** In consideration of the provision of the Services and/or license to the Insight SaaS Platform, Partner shall pay eLuma the fees and expenses (“**Fees**”) as set forth in an applicable Order Form. Partner further agrees to pay the full amount in the Order Form regardless of whether Partner elects to utilize the full allotment of Services. eLuma may reasonably increase the Fees each year after the Initial Term, by providing Partner written notice thereof at least thirty (30) days before the start of such Renewal Term, unless otherwise provided in the Order Form. In the event that eLuma agrees in a signed Order Form to provide Additional Services, eLuma shall invoice Partner for those Additional Services. eLuma may provide the Services for an extended school year for an additional fee. Partner agrees to use its best efforts to provide caseloads that can be distributed equally throughout the regular school year, unless mutually agreed upon in writing by the Parties. Partner shall reimburse eLuma for the travel expenses (i.e., coach/standard airfare, lodgings, mileage at the current federal mileage rate, meals and local transportation) incurred by eLuma personnel or Paired Clinicians in connection with trips pre-approved in writing and undertaken at Partner’s request or for the purposes of meeting with Partner. It is Partner’s responsibility to inform eLuma in writing of any onsite activities requested of Paired Clinician or eLuma personnel no less than ninety (90) days prior to the requested on-site activities.

4.2 **Taxes.** All Fees and other amounts payable by Partner under any Order Form are non-cancellable, non-refundable, and exclusive of all sales, use, excise, service, value added, or other taxes, duties, charges, and similar assessments of any kind (whether foreign, federal, state, local, or other) associated with this Agreement, the Services, the Insight SaaS Platform, and Authorized Users’ access to and use of the Services and/or Insight SaaS Platform. Partner is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Partner, other than any taxes imposed on eLuma’s income.

- 4.3 Payment Method. Partner agrees to pay eLuma all amounts due within thirty (30) days of eLuma's invoice date. Partner shall make all payments hereunder in U.S. dollars using the payment method set forth in an Order Form. If Partner fails to make any payment when due, without limiting eLuma's other rights and remedies: (a) eLuma may charge interest on the past due amount at the rate of 2% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Partner shall reimburse eLuma for all reasonable costs incurred by eLuma in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for fifteen (15) days or more, then, in addition to any other rights eLuma may have, eLuma may suspend Partner's and its Authorized Users' access to any portion or all of the Services and the Insight SaaS Platform until such amounts are paid in full.
- 4.4 Good Faith Dispute. If Partner believes that eLuma has billed Partner incorrectly, Partner must contact eLuma no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors. Unless eLuma receives notice of any errors within such fifteen (15) day period, the invoice amount will be due thirty (30) days from eLuma's invoice date.
- 4.5 eLuma Audit. Partner agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. eLuma may, at its own expense, on reasonable prior notice, periodically inspect and audit Partner's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Partner has underpaid eLuma with respect to any amounts due and payable during the Term, Partner shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Section 4. Partner shall pay or reimburse to eLuma, as applicable, the costs of the audit if the audit determines that Partner's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

5. PROPRIETARY INFORMATION

- 5.1 eLuma Technology. Partner agrees that as between eLuma and Partner, all right, title, and interest in and to the Insight SaaS Platform (except for Partner Data) and eLuma Technology (including any related patent, copyright, trademark, trade secret, intellectual property or other ownership rights) are and will remain the sole and exclusive property of eLuma (or its licensors). Any derivative works, modifications, or enhancements relating to the Insight SaaS Platform or eLuma Technology, or comments, ideas, or other feedback Partner provides to eLuma relating to the Insight SaaS Platform or eLuma Technology will be solely and exclusively owned by eLuma, except for Partner Data.
- 5.2 Partner Data. eLuma agrees that as between Partner and eLuma, Partner shall retain all of its right, title and interest in and to the Partner Data, and this Agreement in no way conveys to eLuma right, title or interest in the Partner Data except the limited right to use the Partner Data to perform its obligations and to exercise its rights in accordance with the terms and conditions herein.

6. TERM; TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period specified in an applicable Order Form (the "**Initial Term**"); provided that the term shall thereafter automatically renew for successive periods (each, a "**Renewal Term**" and, collectively, the "**Renewal Terms**"), unless either Party provides the other Party at least thirty (30) days' advance written notice of its desire not to renew prior to the end of the then-current Term. When the term automatically renews, the fee will be based on an annual, twelve-month subscription. For clarity, this Agreement shall continue to apply so long as an Order Form remains in effect. The Initial Term and any Renewal Terms may be collectively and individually referred to as the "**Term**" herein.

6.2 Termination. Either Party may terminate this Agreement if the other Party (a) fails to perform any material obligation (including failure by Partner to pay any amount when due hereunder), (b) materially breaches this Agreement, and such failure or breach (i) is incapable of cure; or (ii) continues for a period of fifteen (15) days after receipt by the breaching Party of written notice from the non-breaching Party specifying such breach, or (c) if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 eLuma Termination. eLuma may suspend or terminate Partner's access to the Services and/or Insight SaaS Platform, at any time in its sole discretion, with or without notice if (a) there is a change to any applicable laws, rules, or regulations that

restrict or prohibit the offering of the Services and/or Insight SaaS Platform, or (b) eLuma has a good faith concern that Partner's or its Authorized Users' use of the Services and/or Insight SaaS Platform: (i) violates a court order or judicial decree; (ii) violates applicable laws, rules, or regulations; (iii) breaches the Agreement, or (iv) may result in unreasonable risk to eLuma.

6.4 Effect of Termination. Any termination of an Order Form or this Agreement shall not affect eLuma's rights to payments due to it. Sections 4, 5, 6.3, 6.4, 7.2, 8, 9.2, 10, 13, 14.1, 14.2, 14.3 and any other provision which by its nature is intended to survive, shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Partner shall immediately discontinue use of the eLuma Technology and, without limiting Partner's obligations under this Agreement, Partner shall delete, destroy, or return all copies of the eLuma Technology and certify in writing to the eLuma that the eLuma Technology has been deleted or destroyed. No expiration or termination will affect Partner's obligation to pay all fees that may have become due before such expiration or termination or entitle Partner to any refund.

7. REPRESENTATIONS AND WARRANTIES

7.1 eLuma Representations. eLuma represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and (b) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

7.2 Partner Representations. Partner represents and warrants that: (a) Partner owns all right in and to information provided to eLuma by Partner, including Partner Data, or, with respect to any information or Partner Data not owned by Partner, Partner obtain all necessary consents required by state or federal law, and has the authority to input and upload such information or Partner Data to the Insight SaaS Platform, grant the rights provided under this Agreement, and authorize the Services provided to students; (b) it is duly authorized, licensed, and/or chartered to operate in its capacity as an educational institution or other institution that serves students in each jurisdiction in which the ownership of property or the conduct of its respective business requires such authorization, chartering or licensing; (c) any employee and/or independent contractor of Partner will follow all local, state, and federal laws and regulations and industry standards and practices that may apply to its capacity as an educational institution or other institution that serves students; (d) information provided to eLuma by Partner, including Partner Data, shall not violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; (e) information provided to eLuma by Partner, including Partner Data, will not include software viruses, bugs, malware, spyware, or other harmful programs; and (f) Partner will obtain all legally-required consents from data subjects (i.e. students, parents/guardians of students, employees, contractors, agents, affiliates) prior to uploading information regarding those data subjects to the Insight SaaS Platform.

8. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INSIGHT SAAS PLATFORM, AND ANY ELUMA TECHNOLOGY PROVIDED UNDER AN ORDER FORM ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ELUMA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ELUMA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ELUMA MAKES NO WARRANTY OF ANY KIND THAT THE ELUMA TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET PARTNER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PARTNER EXPRESSLY ACKNOWLEDGES THAT THE CLINICIANS ARE INDEPENDENT CONTRACTORS, AND THE CLINICIANS, NOT ELUMA, WILL BE DIRECTLY PROVIDING THE THERAPY AND INSTRUCTIONAL SERVICES TO PARTNER. PARTNER FURTHER ACKNOWLEDGES THAT ELUMA DOES NOT MAKE CLINICAL DECISIONS FOR CLINICIANS AND DOES NOT OTHERWISE DIRECT OR CONTROL THE THERAPY AND INSTRUCTIONAL SERVICES OR ANY OTHER CLINICAL SERVICES FURNISHED BY CLINICIANS.

9. INDEMNIFICATION.

9.1 eLuma Indemnification. eLuma shall indemnify, defend, and hold harmless Partner from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Partner resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services or Insight SaaS Platform, or your use of the Services or Insight SaaS Platform in accordance with this Agreement, infringe or misappropriate a third party's U.S. intellectual property rights, provided that Partner promptly notifies eLuma in writing of the claim, cooperates with eLuma in connection therewith, and allows eLuma sole authority to control the defense and settlement of such claim. Partner agrees to permit eLuma, at eLuma's sole discretion, to (a) modify or replace the Services or Insight SaaS Platform or component or part thereof, to make it non-infringing, or (b) obtain the right for Partner to continue using the Services or Insight SaaS Platform. If eLuma determines that neither alternative is reasonably available, eLuma may terminate the applicable Order Form, or this Agreement, effective immediately on written notice to Partner. This Section 9 will not apply to the extent that the alleged infringement arises from use of the Services or Insight SaaS Platform in combination with data, software, hardware, equipment, or technology not provided

by eLuma or authorized by eLuma in writing, modifications to the Services or Insight SaaS Platform not made by eLuma, information provided to eLuma by Partner, including Partner Data, or Third-Party Materials (as defined in the Software Terms). For the avoidance of doubt, eLuma shall have no indemnification obligations with respect to the Insight SaaS Platform if it has not granted a license to access and use the Insight SaaS Platform to Partner. eLuma's obligations in this Section shall be eLuma's sole obligation, and Partner's sole remedies, in the event of any infringement of intellectual property or proprietary rights by or related to the Services or Insight SaaS Platform.

9.2 **Partner Indemnification.** Partner shall indemnify, hold harmless, and, at eLuma's option, defend eLuma from and against any Losses resulting from any Third-Party Claim that the information provided to eLuma by Partner, including Partner Data, or any use of the such information, including Partner Data, in accordance with this Agreement, infringes or misappropriates a third party's U.S. intellectual property rights and any Third-Party Claims based on Partner's or any Authorized User's (a) negligence or willful misconduct; (b) use of the Services, Insight SaaS Platform, or eLuma Technology in a manner not authorized by this Agreement; (c) use of the Services, Insight SaaS Platform, or eLuma Technology in combination with data, software, hardware, equipment, or technology not provided by eLuma or authorized by eLuma in writing; or (d) modifications to the Services, Insight SaaS Platform, or eLuma Technology not made by eLuma, provided that Partner may not settle any Third-Party Claim against eLuma unless eLuma consents to such settlement, and further provided that eLuma will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL ELUMA OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE INSIGHT SAAS PLATFORM, OR THE ELUMA TECHNOLOGY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ELUMA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ELUMA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ELUMA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **INSURANCE.** eLuma shall procure and maintain Commercial General Liability insurance with coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. eLuma shall also procure and maintain Professional Liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Both general and professional liability insurance policies will be procured and maintained for the duration of this Agreement.

12. **NOTICES.** Notices required under this Agreement shall be in writing and may be delivered by email, by certified mail with return receipt requested, or by overnight courier service to the individuals listed in the Order Form. Notice shall be deemed received, and therefore effective, same day if by email, upon delivery if by hand, two (2) business days following deposit in the U.S. Mail, registered or certified mail, postage prepaid mailing, or one (1) business day after deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service.

13. **CONFIDENTIALITY**

13.1 **Confidential Information.** "**Confidential Information**" means any information disclosed under this Agreement by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of eLuma whether or not so designated upon disclosure or confirmed in writing: (i) eLuma pricing; (ii) this Agreement, including the existence and the terms hereof; and (iii) eLuma Technology. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party in violation of such Party's obligations of confidentiality, non-disclosure, and limitations of use; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained pursuant to a written consent or without confidentiality

obligations by the Receiving Party from a third party without, to the knowledge of the Receiving Party (after reasonable inquiry), a breach of such third party's obligations of confidentiality; or (5) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

13.2 Nonuse and Nondisclosure. The Receiving Party will carry out its obligations hereunder using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Each Party will protect the other Party's Confidential Information in accordance with, and will otherwise comply with the provisions of applicable state and federal law, including the Family Educational Rights and Privacy Act ("**FERPA**"). The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such Party's employees, except that the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform the Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement and eLuma is authorized to disclose Confidential Information to the Clinicians, provided however that such employees or contractors (including Clinicians) are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

13.3 Return or Destruction of Confidential Information. The Receiving Party will promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, in each case, as requested by such Disclosing Party at any time in writing; provided, however, the Parties agree that eLuma's continued access to Partner's Confidential Information which is required for the Services or the Therapy and Instructional Services will be deemed a Partner obligation hereunder. Each Party's obligations of non-disclosure with regard to specific Confidential Information are effective as of the Effective Date and will expire five years from the date such Confidential Information is first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14. MISCELLANEOUS.

14.1 Statistical Data. eLuma may analyze information provided to eLuma by Partner, including Partner Data, and data or other content or information of other clients, to create aggregated or anonymized statistics or data that do not identify Partner or any individual, and eLuma may during and after the Term use and disclose such statistics or data in its discretion, subject to applicable laws and regulations

14.2 Applicable Law. The Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. The Parties agree any legal suit, action, or proceeding arising out of or related to this Agreement, the Services, the Insight SaaS Platform, or eLuma's Technology will be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.3 Non-Solicitation. Partner will not, during the term of the Agreement and for two (2) years thereafter, directly or indirectly, solicit, hire or receive any services from any then-current or former employee or independent contractor of eLuma or any Paired Clinicians (with "former" employees, independent contractors, and Paired Clinicians including any such person or entity directly or indirectly employed by or doing business with eLuma within the then-prior twelve (12) month period), in each case without eLuma's prior written consent. Partner understands and agrees that eLuma has incurred significant expense in hiring and training its employees and in identifying and engaging independent contractors, including developing a network of qualified Clinicians, and that any efforts by Partner to solicit, hire, or receive services from any employee or independent contractor or otherwise undercut that network by contracting directly with a Paired Clinician would result in irreparable harm to eLuma.

14.4 Assignment. Partner may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of eLuma, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

14.5 Entire Agreement. This Agreement contains the entire understand of the Parties relating to the subject of this Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. This Agreement may only be amended in a writing signed by duly authorized representatives of the Parties.

14.6 Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other exercise of such rights.

14.7 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, including a breach of this Agreement, will be settled by confidential binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before an arbitrator sitting in Salt Lake County, Utah. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Delaware. The Party found at fault will bear any fees and administrative costs associated with the arbitration. Each Party shall bear their own respective attorneys' fees and costs except where such fees and costs are awarded by the arbitrator pursuant to applicable law. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the Parties. This Section provides the sole recourse for the resolution and settlement of any disputes arising out of, in connection with, or related to this Agreement. By accepting the terms of this Agreement, Partner understands and agrees that Partner is waiving the right to participate as a class representative or member in any class action lawsuit, collective action lawsuit, or other representative matter. The foregoing notwithstanding, claims brought to enforce the terms and conditions of Section 13 and Section 14.2. of this Agreement are expressly exempted from this arbitration provision, and may be brought before a court of competent jurisdiction.

14.8 Equitable Relief. Partner acknowledges and agrees that a breach or threatened breach of Section 5 or Section 13, would cause eLuma irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, eLuma will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.9 Severability. The provisions of this Agreement are severable. If a court determines any provision of this Agreement to be invalid, illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the Parties that this Agreement be enforced to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 Force Majeure. Neither Party will be responsible for any failure to fulfill its obligations in this Agreement (except for any obligations to make payments) due to causes beyond its reasonable control, including without limitation, computer viruses, bugs, tampering, unauthorized intervention, fraud, communications line failure, acts or omissions of government or military authority, acts of God, pandemics, epidemics, shortages of materials or labor, transportation delays, fires, floods, labor disturbances, riots or wars.

14.11 Use of Name and Logo. Partner acknowledges and agrees that eLuma may use Partner's name and logo to identify Partner, and its applicable school district, as a Partner of eLuma on eLuma's website, Partner lists or other marketing materials. eLuma's use of Partner's (or its school district's) name and logo does not create any ownership right therein and all rights not granted to eLuma are reserved by Partner.

14.12 Independent Contractor Status. It is expressly agreed that eLuma and Partner shall be independent contractors and that the relationship between the Parties shall not constitute a partnership or joint venture. Neither Party has authority to enter into contracts on the other Party's behalf.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.14 Export Regulation. Partner shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services, Insight SaaS Platform, eLuma Technology or any Partner Data outside the US.

Services Addendum

If Partner elects to purchase Services, as set for in an Order Form, these terms and conditions in this Services Addendum shall control with respect to the Service(s). Capitalized terms not defined in this Services Addendum have the meaning given elsewhere in the Agreement.

1. ELUMA SERVICES.

1.1 Facilitation of Clinician's Performance of Therapy and Instructional Services. eLuma will facilitate the performance by the Clinicians (as defined below) of therapy and instructional services (the "**Therapy and Instructional Services**") on behalf of Partner to Partner's students who are enrolled in grades K-12 (collectively, the "**Students**" and, individually, a "**Student**") through the provision of software, non-clinical support services, technology and such other such services provided for in the Agreement (such facilitation and other services provided by eLuma, the "**eLuma Services**"). For clarity, the Services shall not include the provision of the Therapy and Instructional Services. The Therapy and Instructional Services shall be furnished to Partner by the Clinicians as independent professionals and subject to the terms of a services agreement executed between Partner and each Clinician (each, a "**Therapy and Instructional Services Agreement**"). Partner agrees to execute a counterpart signature page to such Therapy and Instructional Services Agreement simultaneously with the execution of the Agreement. eLuma shall provide to Partner a presentation of one or more Clinicians qualified to provide the applicable Therapy and Instructional Services, which Clinicians shall not be unreasonably denied or rejected. In the event Partner either provides to eLuma acceptance of a presented Clinician or fails to reasonably reject a presented Clinician within two (2) days following the presentation thereof, such Clinician shall be deemed accepted. eLuma shall coordinate each accepted Clinician's execution of a counterpart signature page of a Therapy and Instructional Services Agreement. Upon execution of such Therapy and Instructional Services Agreement, each Clinician that is a party to such Therapy and Instructional Services Agreement shall be a "Paired Clinician" of Partner. Paired Clinicians are not employees, agents, subcontractors or representatives of eLuma. Partner agrees to simultaneously provide eLuma with a copy of any notice from Partner pursuant to a Therapy and Instructional Services Agreement. In the event of any termination by Partner of a Therapy and Instructional Services Agreement with respect to a particular Paired Clinician, eLuma shall have the ability to provide to Partner, within fifteen (15) business days following eLuma's receipt of notice of such termination, a presentation including a Clinician qualified to provide the Therapy and Instructional Services formerly provided by the Paired Clinician pursuant to the terminated Therapy and Instructional Services Agreement (which replacement Clinician provided to Partner in the presentation shall not be unreasonably denied or rejected by Partner). In the event eLuma fails to timely provide such presentation of a replacement Clinician, the scope of the Therapy and Instructional Services and corresponding portions of the Agreement shall be equitably adjusted.

1.2 Recommendation of Qualified and Credentialed Clinicians. eLuma will provide Partner with a presentation of credentialed and qualified clinician(s) and educator(s) (the "**Presentation**") based on Partner's stated staffing needs as set forth in an applicable Order Form. Qualified clinicians and educators may include, but are not limited to, school psychologists, speech-language pathologists, occupational therapists, social workers, counselors, psychologists, physical therapists, special educators, or other individuals (each, a "**Clinician**" and, collectively, the "**Clinicians**") authorized under applicable law to provide the Therapy and Instructional Services to School's Students qualified to receive such services. Within two (2) business days of receiving the Presentation (the "**Selection Period**"), Partner shall select Clinician(s) to provide Therapy and Instructional Services to the Students, provided that if Partner does not select specific Clinician(s) by the expiration of the Selection Period, eLuma may offer Clinician(s) on Presentation(s) the opportunity to provide Therapy and Instructional Services to Partner and the Students.

2. THERAPY AND INSTRUCTIONAL SERVICES

2.1 Provision of Therapy and Instructional Services. The Therapy and Instructional Services will be provided by Paired Clinicians in accordance with the Therapy and Instructional Services Agreement(s) attached as Exhibits to this Addendum and any Order Form entered into between the Parties, including the initial Order Form attached hereto as Addendum 1, and may include but not be limited to: therapy services; instructional services; consultation and collaboration with teachers, caregivers and Partner; assessment services; administrative and billing work; pre- and post-assessment and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in Partner meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by Partner and Paired Clinicians. The Therapy and Instructional Services will be provided by Paired Clinicians via video conference technologies included in the Insight™ Software (defined below), unless otherwise specified, and in accordance with the Order Form attached hereto.

2.2 Start Date. The Therapy and Instructional Services will start no later than forty-two (42) calendar days from the date an applicable Order Form is executed or the first day of the next-commencing academic year, whichever comes last ("Services Start By Date"). Implementation starts immediately following the signing of an applicable Order Form,

and both Parties will work together in good faith to begin the Services as soon as possible. If Partner is not ready to commence the Services by the Services Start By Date, eLuma is entitled to full payment in accordance with the Agreement. If eLuma is not ready to start providing the Services by the Services Start By Date, Partner has one week to elect in writing one of the following options: a) compensatory time be provided to assigned Students for missed services from the time the applicable Order Form is signed to when student services begin (i.e., additional “make-up” services will be provided on an equitable basis) or b) eLuma calculates a prorated credit that will be applied to future orders. If Partner elects compensatory time in writing, eLuma cannot guarantee the same Paired Clinicians or schedule availability to provide compensatory time. However, eLuma will work to coordinate for Clinicians to provide Therapy and Instructional Services to assigned Students in a reasonable time frame and in coordination with Partner.

3. **Additional Services.** To the extent ordered by Partner, eLuma may provide the following additional services, in each case as described in and subject to the additional fees outlined in the applicable Order Form: (i) the provision of an onsite and qualified System Administrator who physically works at the designated sites where students receive the Therapy and Instructional Services (or a Project Manager who works online with virtual schools) in order to coordinate scheduling, facilitate therapy sessions, collaborate with and provide non-clinical training to school staff and administration, and technical support services (“**Support Services**”); and (ii) software onboarding and implementation services, which may include assistance with site selection, technical configuration, facilitator training, scheduling, administrator orientation, school principal orientation, school staff and therapist orientation, coordination and training for school IT department, caregiver orientation, and training regarding the Insight SaaS Platform (“**Onboarding Services**”). The Support Services and Onboarding Services are collectively referenced herein as the “**Additional Services**,” and the eLuma Services and Additional Services are collectively referenced herein as the “**Services**”.

4. CLINICIAN CREDENTIALS AND AVAILABILITY

4.1 **Compliance.** Any Paired Clinician who provides the Therapy and Instructional Services is duly qualified and, if required by law, licensed, registered, authorized, or otherwise qualified to provide the Therapy and Instructional Services. eLuma will use commercially reasonable efforts to ensure that the Clinicians follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of the Therapy and Instructional Services.

4.2 **Provision of Services.** eLuma will use its reasonable efforts to provide the Services throughout the Term. If Partner does not sign the Order Form within thirty (30) days of receipt, eLuma shall not be responsible for any resulting delays to the Services or inability to provide all requested Clinician availability for any required Therapy and Instructional Services.

4.3 **Requirements.** The Parties agree to diligently meet requirements and will use reasonable efforts to fulfill them with expedience and on a coordinated basis with the other Party. In the event that Partner fails to meet any of the requirements listed herewith, eLuma shall not be deemed responsible for failure to coordinate Paired Clinicians’ delivery of the Therapy and Instructional Services.

5. **CREDENTIALING REQUIREMENTS.** eLuma will use commercially reasonable efforts to confirm all Paired Clinicians meet the applicable state professional licensing and state department of education requirements to furnish Therapy and Instructional Services to Partner (the “**State Qualifications**”); provided, however, Partner accepts the sole responsibility for confirming the Paired Clinician’s credentials meet all required State Qualifications for the contracted Therapy and Instructional Services. Partner agrees to provide any of Partner’s additional credentialing, background check or other Partner-specific requirements (the “**Additional Qualifications**”) to eLuma in writing no later than seven (7) days after the date of the Effective Date, and eLuma agrees to utilize commercially reasonable efforts to accommodate and confirm Paired Clinicians’ compliance with such Additional Qualifications. If Partner desires to change the Additional Qualifications, Partner will notify eLuma of the new Additional Qualifications in writing and provide at least ninety (90) days for eLuma to utilize its commercially reasonable efforts to confirm Paired Clinicians have met the Additional Requirements. For purposes of clarity, unless prohibited by any applicable law, the delivery of the Therapy and Instructional Services will not be interrupted in connection with the Additional Qualifications.

6. **SITE REQUIREMENTS.** Partner agrees to provide and maintain a specially designated location(s) (each, a “**Site**”) for Paired Clinicians to furnish the Therapy and Instructional Services. The Site designated by Partner must have an area that is quiet, confidential, and relatively free of distraction. Partner agrees to provide an adult supervisor, support person or caregiver at the Site whenever the Paired Clinicians deliver the Therapy and Instructional Services and/or other on-site sessions. Partner will also ensure the following non-clinical items are available and/or provided at each Site: working computers, audio devices, microphone devices, webcams, document camera, high speed Internet, appropriate desk and chairs (properly sized) for the Site as specified by eLuma.

7. THERAPY SPECIFIC MATERIALS. From time to time, a Paired Clinician may request Partner provide additional materials and equipment to furnish the Therapy and Instructional Services (collectively, “**Materials**”). These Materials may include writing utensils, paper, theraputty, gym mats, yoga balls, exercise bands, clothespins, student booklets (as necessary), manipulatives, and more depending on the service being delivered. Partner will be responsible for the cost of Materials, and both Parties will work together in good faith to ensure that Students have the Materials they need to participate in the Therapy and Instructional Services.

8. IMPLEMENTATION SETUP. The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

8.1. eLuma will :

- i Assign a project manager who will lead the implementation project, ensure that eLuma and non-clinical Paired Clinician tasks are completed in a timely manner, and make sure all parties are coordinated so that the Therapy and Instructional Services can begin as quickly as possible;
- ii Provide technology support with respect to Site(s) configuration and setup as requested by Partner and in good faith collaboration with Partner’s technology specialists;
- iii Match Partner with Paired Clinicians and staffing needed by Partner for the Therapy and Instructional Services as outlined in this Addendum and the applicable Order Form;
- iv Provide a copy of the fully executed Agreement and evidence of the Professional and General Liability insurance of eLuma and Paired Clinicians to Partner upon request;
- v Use commercially reasonable efforts to assist Partner in obtaining applicable signed W-9 forms from Paired Clinicians; and
- vi Provide platform training to adult supervisors (also known as “facilitators”) in the form of print guides, video guides, and, if applicable, live training.

8.2. Partner will:

- i Assign a main point of contact for Partner during implementation, who will ensure that Partner’s tasks are completed in a timely manner and that the implementation stays on schedule;
- ii Prior to providing any Students’ records to eLuma, obtain written consent from Students’ parents or authorized guardians for the provision of Therapy and Instructional Services, as required by FERPA or other law, as applicable, for a) disclosure of Students’ records to eLuma and b) provision of Therapy and Instructional Services by eLuma to Students;
- iii Provide caseload information including, but not limited to the number of Students requiring the Therapy and Instructional Services, minutes of the Therapy and Instructional Services, and group therapy session size not to exceed four (4) Students at a time and no more than two (2) Students per computer;
- iv Provide the name(s) of each Site and Facilitator for each Site where the Therapy and Instructional Services will take place, along with each Facilitator’s best phone number and email address;
- v Provide access to Student Individualized Education Plans (each, an “**IEP**”) by software access, fax, or password protected pdf;
- vi Provide adequate training and support to Paired Clinicians, eLuma employees and eLuma independent contractors for the use of school systems, processes and procedures;
- vii Provide current copies of the academic calendar, along with special scheduling considerations; and
- viii Provide support in creating the therapy schedule with the Paired Clinicians.

9. DELIVERY REQUIREMENTS. The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

9.1 To facilitate successful delivery of the Therapy and Instructional Services, eLuma will identify and match Partner with Paired Clinicians to provide Therapy and Instructional Services in a timely and efficient manner

9.2 To facilitate successful delivery of the Therapy and Instructional Services, Partner will:

- i Use its best efforts to communicate and deliver information in a timely manner;
- ii Use its best efforts to execute implementation requirements outlined in the onboarding process by eLuma in a timely manner;
- iii Provide a full list of Students, based off the Order Form, who will receive the Therapy and Instructional Services furnished by Paired Clinicians as soon as the school year start date but no later than 4 weeks after the school start date;
- iv Provide access to Student IEP files and other related documentation that will be necessary to provide the Therapy and Instructional Services; and
- v Provide a Facilitator at each Site where the Therapy and Instructional Services take place to perform the following:
 - a. Take Students to and from the Site where the Therapy and Instructional Services take place;
 - b. Help Students log into the computer and the Insight SaaS Platform, put on the headset, etc.;
 - c. Ensure the computer is properly connected to the Insight SaaS Platform and contact the Paired Clinician or eLuma tech support if necessary and if procured by Partner under an Order Form;
 - d. Ensure any technology issues are reported in a reasonably timely manner and, where applicable are addressed by Partner;
 - e. Provide support for Student as requested and under the direction of the Paired Clinician;
 - f. Assist in scheduling and communicating general expectations with school staff and Paired Clinicians;
 - g. Provide Student school schedules;
 - h. Ensure compliance with state and federal special education laws and regulations; and
 - i. Perform such other tasks as may be reasonably requested by eLuma or Paired Clinician.

10. SUPERVISION

10.1 Assistive Personnel. If an Order Form provides for a Paired Clinician to furnish the Therapy and Instructional Services, which require supervision of clinical assistants or interns, including, but not limited to, Speech Therapy Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, and unlicensed assistive personnel (collectively, "**Assistive Personnel**"), at the Site, Partner represents and warrants Assistive Personnel will:

- i Possess the education and training required by applicable law;
- ii Be authorized under applicable state law to provide Assistive Personnel services and adhere to state and/or national codes of ethics, duties, and responsibilities;
- iii Follow treatment plans approved by the supervising Paired Clinician; and
- iv Adhere to all limitations on the scope of Assistive Personnel's applicable state authorization. Assistive Personnel will not: administer standardized or non-standardized diagnostic tests; make clinical or treatment decisions; prepare treatment plans for each Student with whom the Assistive Personnel works; sign all formal documents and/or review session notes; and participate in IEP meetings, case conferences, caregiver meetings without the supervising Paired Clinician.

10.2 Supervision. Partner will also verify that supervision of assistants or interns via teletherapy is allowed by the applicable jurisdiction, and Partner represents and warrants that, if Partner permits any such supervision by a Paired Clinician, that such supervision via teletherapy is allowed and not prohibited by any applicable law.

11. MAKE-UP/NO SHOW OPERATION STANDARDS

11.1 Attendance. To benefit from Therapy and Instructional Services, it is necessary for a Student receiving such services to attend regularly. For IEP-related services, Paired Clinicians are expected to comply with the minutes enumerated in the plan. eLuma considers absences from the provision of Therapy and Instructional Services the same as an absence from any required school class.

11.2 No-Show. A Student does not attend a pre-scheduled Therapy and Instructional Services session without any communication from Partner to the Paired Clinician in advance. A makeup session is forfeited.

11.3 Late Cancellation. Partner cancels a pre-scheduled Therapy and Instructional Services session with less than 24-hour notice to the Paired Clinician. A makeup session is forfeited.

11.4 Partner Cancellation. Partner cancels a pre-scheduled Therapy and Instructional Services session with more than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.5 Paired Clinician Cancellation. Paired Clinician cancels a pre-scheduled Therapy and Instructional Services session with more or less than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.6 Makeup Sessions. Notice of absence is required 24 hours prior to a scheduled Therapy and Instructional Services session to be eligible for a makeup session. Makeup sessions are dependent on availability of Paired Clinicians and applicable Students. Makeup sessions must be held within two (2) weeks of the originally canceled session. Extenuating circumstances for needed makeup sessions beyond such two (2) week period require agreement by eLuma in writing. If the applicable Student does not attend a scheduled makeup session and/or the Paired Clinician is not notified 24 hours prior to the session of the absence, then the session is forfeited and may not be made up at a later date.

12. CONTRACT BUYOUT. Partner agrees that should it, during the Restricted Period directly or indirectly, employs or otherwise retains a Restricted Clinician for the provision of any Services, Partner shall pay to eLuma as consideration for the introduction a fee equal to the greater of (i) \$45,000, or (ii) 25% of the annualized, twelve-month fee for the Restricted Clinician's provision Therapy and Instructional Services (the "**Contract Buyout Fee**"), regardless of whether the Restricted Clinician ultimately provided Therapy and Instructional Services to Partner through eLuma or not that Contractor actually performed work for Partner through eLuma. If a Restricted Clinician accepts employment or engagement for the performance of any Therapy and Instructional Services in any format with or for the benefit of Partner (other than pursuant to a Therapy and Instructional Services Agreement pursuant to the Agreement), the Contract Buyout Fee must be paid in full prior to the first day the Contractor performs services in the new position. Any work performed, prior to the date of the Contract Buyout Fee payment is received, shall be billed to Partner as normal. For purposes of the Agreement, the term "**Restricted Clinician**" shall mean a Clinician introduced to Partner by eLuma when the introduction is made in the form of a resume, curriculum vitae, presentation (including the Presentation) or any other means, for the purpose of enabling Partner to engage Clinician for Therapy and Instructional Services). For purposes of the Agreement, the "**Restricted Period**" shall mean the later of (i) eighteen (18) months after the first date of introduction to Partner, or (ii) if Restricted Clinician has furnished Therapy and Instructional Services for Partner, for a period of eighteen (18) months after the expiration of the Restricted Clinician's last Statement of Work with Partner under the Agreement. This Clause 12, subsection C shall survive termination of the Agreement.

13. PARTNER NOTIFICATION. Partner must inform eLuma in writing within two (2) business days if any Clinician presented by eLuma is already known to Partner through means other than eLuma. If Partner fails to so notify eLuma, eLuma shall be deemed to have made the introduction.