



PresenceLearning

Service Order

Customer Name and Contact Information

Name: Bonneville Joint School District 93 - ID
Address: 3497 N Ammon Rd Idaho Falls, ID

Customer Primary Point of Contact

Name: Yvonne Thurber
Email Address: thurbery@d93.k12.id.us

Customer Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Sarah Finney
Email Address: sarah@presencelearning.com

Service Order

Other Fees

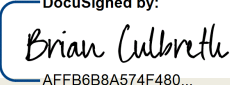
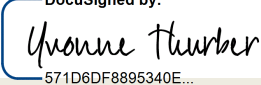
Service	Student Quantity/Groups	Price per Service
Therapy Essentials for Mental Health Professionals	2	\$600.00

Total	\$1,200.00
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Service Order Term	September 23, 2021 through June 30, 2022
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Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:  DocuSigned by: AFFB6B8A574F480...	By:  DocuSigned by: 571D6DF8895340E...
Name: Brian Culbreth	Name: Yvonne Thurber
Title: CRO	Title: Director of Special Education
Date: 2021-09-23	Date: 2021-09-23

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 (“PresenceLearning”), and the undersigned customer (“Customer”). Each of PresenceLearning 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, PresenceLearning and Customer, hereby agree as follows:

1. Structure of the Agreement. This MSA shall apply each time Customer engages with PresenceLearning for the provision of services and/or products (“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 PresenceLearning’s income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to PresenceLearning, 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 thirty (30) calendar days prior written notice to the other Party; (b) by PresenceLearning upon any failure of Customer to pay when due any Fees (as defined in Section 2) if such Fees are not being disputed in good faith in accordance with Section 2 and such failure continues uncured for a period of thirty (30) calendar days after PresenceLearning provides written notice of the non-payment; provided, however, that in lieu of terminating the MSA or any Incorporated Document, PresenceLearning 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 if the other Party becomes insolvent or declares bankruptcy.

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 PresenceLearning 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; Platform; Platform Specifications.

4.1. Services. PresenceLearning shall provide Customer with the Services and technical support set forth on each Service Order.

4.2. Platform. All Services shall be delivered via PresenceLearning's proprietary cloud-based platform (together with any components, software, or related documentation, the "Platform"). The applicable license granted by PresenceLearning to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.3. Platform Specifications. The Platform is a cloud application. In order to access the Platform, a user must have a computer with a dual core processor and 2 GB RAM that has the ability to support a headset and microphone and a broadband internet connection with a minimum of 500 kbps (or higher) with upload and download speeds of 1mbps (or higher). PresenceLearning will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). Customer may purchase required equipment from PresenceLearning pursuant to the terms and conditions set forth on the Equipment Schedule. Additional information regarding Platform specifications can be found at: <https://www.presencelearning.com/tc/eq-spec/>.

4.4. Platform Restrictions.

4.4.1. 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.

4.4.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, PresenceLearning 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 4.4.2. Neither Customer, its authorized users, or customers may:

4.4.2.1. 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;

4.4.2.2. 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;

4.4.2.3. 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 PresenceLearning, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.4.2.4. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;

4.4.2.5. 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);

4.4.2.6. Engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, send unsolicited messages, or place any advertisements of any products or services in the Platform; or

4.4.2.7. 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; Content Restrictions; Removal of Content; Other Rights.

5.1. Parties' Proprietary Rights. PresenceLearning 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, PresenceLearning (collectively, "PresenceLearning Intellectual Property"). Customer owns all right, title, and interest in and to any Customer proprietary content (collectively, "Customer Intellectual Property").

5.2. Use of Customer Intellectual Property. During the Term, Customer grants to PresenceLearning, solely in connection with PresenceLearning's performance of its obligations hereunder, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Intellectual Property that is uploaded to the Platform. Further, by uploading Customer Intellectual Property to the Platform, Customer and its authorized users of the Platform grant PresenceLearning a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.

5.3. Other Rights. Customer grants to PresenceLearning 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 PresenceLearning in writing and such revocation will be effective within fifteen (15) calendar days of the receipt of the notice.

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 PresenceLearning clinician except in accordance with the terms set forth in this Section 7.

7.2. Conversion Fee. Customer shall notify PresenceLearning 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), upon Customer's agreement to the terms set forth in the Platform License Schedule, Customer shall be granted one Teletherapy Essentials subscription to provide the Converted Clinician with the technology, training, technical support, and clinical resources to utilize the Platform as a remote employee of Customer through the expiration of the Service Order (the subscription may be extended for additional periods for an additional fee) and for the remainder of the term of the Service Order the Converted Clinician shall have access to, or continue to have access to, as the case may be, the assessments applicable to the

Converted Clinician's discipline, and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the "Conversion Fee"):

Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1 st – September 30 th	\$20,000.00
October 1 st – December 31 st	\$15,000.00
January 1 st – March 31 st	\$10,000.00
April 1 st – June 30 th	\$5,000.00

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 PresenceLearning.

8.2. State Privacy Laws. PresenceLearning is, and at all times has been, in material compliance with all applicable 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 PresenceLearning.

8.3. FERPA. In connection with the performance of Services, PresenceLearning 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 PresenceLearning has access to FERPA Records, PresenceLearning is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

8.3.1. PresenceLearning represents, warrants, and agrees that PresenceLearning will: (i) hold FERPA Records in strict confidence and will not use or disclose FERPA Records without the prior written consent of the appropriate parent or eligible student, except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Customer in writing; (ii) safeguard FERPA Records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which PresenceLearning protects its own Confidential Information; and (iii) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Agreement. PresenceLearning's policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

8.3.2. If any person(s) seeks access to any FERPA Records, PresenceLearning will immediately inform Customer of such request in writing. PresenceLearning shall not disclose any FERPA Records without the prior written authorization of an authorized representative of Customer; if the request for access is pursuant to a court order or lawfully issued subpoena, PresenceLearning shall immediately provide Customer with a copy of such court order or subpoena, and must comply with FERPA notification requirements to the parents and/or eligible students.

8.3.3. If PresenceLearning experiences a security breach concerning any FERPA Records relating to Customer, PresenceLearning will notify Customer in a timely manner and take immediate steps to limit and mitigate such security breach as reasonably as possible.

8.3.4. Upon expiration or termination of this Agreement, PresenceLearning shall return and/or destroy all FERPA Records received pursuant to this Agreement as directed by Customer, provided that PresenceLearning shall not be required to destroy copies of any computer records or files containing the FERPA Records which have been created pursuant to automatic archiving or back-up procedures and which cannot reasonably be deleted.

8.4. HIPAA. Student records that are disclosed to PresenceLearning by Customer and maintained within Platform are by definition "education records" under FERPA and not "protected health information" under the Health Insurance Portability and Accountability Act of 1996 ("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.

9. Indemnification.

9.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by PresenceLearning or its Representatives which (a) result from, or arise in connection with, (i) any breach of Customer's obligations or representations under this Agreement or (ii) a negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, and/or (b) resulting from, arising out of, or relating to any third party lawsuit or proceeding brought against PresenceLearning due to (x) Customer's or its authorized users' posted and uploaded content, (y) Customer's or its authorized users' illegal behavior or conduct, or (z) Customer's or its authorized users' use of the Platform or any PresenceLearning property in any manner inconsistent with or in breach of this Agreement (collectively, "PresenceLearning Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any PresenceLearning Indemnifiable Claims.

9.2. Indemnification by PresenceLearning. PresenceLearning 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 which, directly or indirectly, result from, or arise in connection with, any negligent act or omission or willful misconduct of PresenceLearning, its agents, or employees, pertaining to PresenceLearning'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. EXCEPT AS PROVIDED BELOW IN THIS SECTION 10, 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. EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL PRESENCELEARNING 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) PRESENCELEARNING 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, PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, PresenceLearning disclaims any warranty that the Platform will meet Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, PresenceLearning 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, and Customer is solely responsible for any damage to computer systems or loss of data that results from such use. If Customer's users post or upload materials to the Platform user-generated library, PresenceLearning is not responsible for any loss, corruption, damage, deletion of the materials.

12. Representations and Warranties.

12.1. Power and Authority. Each Party represents that it has the full right, power, and authority to enter into this Agreement.

12.2. Platform Performance. Customer agrees and acknowledges that Customer has assessed the Platform's necessary specifications, performance, functionality, access to, and availability, and found it suitable for Customer's needs and requirements.

12.3. Uploaded Materials. Customer, for itself and on behalf of its authorized users, asserts that the party uploading materials to the Platform has all rights necessary to upload, share, and grant the rights set forth in this Agreement for all the materials.

12.4. Safety of Platform. PresenceLearning warrants to Customer that PresenceLearning has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of PresenceLearning, 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 PresenceLearning Property to a competitor of PresenceLearning.

13.3. Survival. Sections 2, 4.4, 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 PresenceLearning and any attempt to do so will be null and void. PresenceLearning 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. PresenceLearning 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 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 PresenceLearning, 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:
DocuSigned by:	DocuSigned by:
By: <u>Brian Culbreth</u>	By: <u>Yvonne Thurber</u>
Name: <u>Brian Culbreth</u>	Name: <u>Yvonne Thurber</u>
Title: <u>CRO</u>	Title: <u>Director of Special Education</u>
Date: <u>2021-09-23</u>	Date: <u>2021-09-23</u>

EQUIPMENT SCHEDULE

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Services Agreement (the “MSA”) between PresenceLearning and Customer and lists the terms and conditions upon which Customer may purchase hardware, test kits, and materials (collectively “Equipment”) from PresenceLearning. 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	\$85.00

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 in Section 8 hereof.

2. **WISC-V Kits.**

- 2.1 Purchase of WISC-V Kits. If Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each 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 assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

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

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

- 3.1 Delivery and Delivery Address. PresenceLearning 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 PresenceLearning’s error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.
- 3.2 FOB. PresenceLearning 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.
- 3.3 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.
- 3.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

4. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning 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 PresenceLearning in accordance with accepted trade practices.
5. **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.
6. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold “as is,” and PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
7. **Delay or Failure to Perform.** PresenceLearning 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 PresenceLearning’s control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.
8. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> ● Attachable tripod ● Video resolution 1920X1080 ● Auto focus ● Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> ● Noise-canceling microphone ● 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> ● Noise-canceling microphone ● 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> ● Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> ● External USB headset adapter with CD quality digital sample rates ● Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none"> ● Capture images of A4 and US letter pages ● Built-in LED lights 	HUE	HD Pro Camera

PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Master Services Agreement (“MSA”) between PresenceLearning 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 and staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Clinical Workshops” means access to the following workshops as shall be set forth in the Service Order:

- Clinical Workshops for Speech-Language Pathologists;
- Clinical Workshops for Occupational Therapists;
- Clinical Workshops for School Psychologists and Behavioral & Mental Health Professionals; and
- Clinical Workshops for Educators and Support Personnel.

“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.

“Library” means licensed and user-generated content available to Authorized Users in the Platform.

“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 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), PresenceLearning grants to Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable, 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 PresenceLearning 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 PresenceLearning Intellectual Property for personal or independent business purposes. The use of the Platform and/or PresenceLearning 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, PresenceLearning will have no obligation to disclose to Customer any Platform Improvements.

2.4 Acknowledgements. Customer acknowledges and agrees that PresenceLearning 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. PRESENCELEARNING 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.** All users must complete the web-based, self-guided Therapy Foundations training in order to obtain access to Platform.

Teletherapy Administrator Access: Customer will receive one Administrator license to the Platform, which includes the following:

- Access to the web-based training materials, live training, and support resources (collectively, “Administrator Training”).
- Customer-specific administration page;
- Access to a Therapy Room (for demonstration purposes);
- Access to Telehealth Institute; and
- Administrator dashboard.

Therapy Essentials for Speech-Language Pathologists

Administrator Training and Clinical Workshops (collectively, “User Training Content”).

Therapy Essentials for Speech-Language Pathologists Plus Assessments

User Training Content

Speech-Language Therapy Assessments listed on Exhibit 1 to Platform License Schedule

Therapy Essentials for Occupational Therapists

User Training Content

Therapy Essentials for Occupational Therapists Plus Assessments

User Training Content

Occupational Therapy Assessments listed on Exhibit 1 to Platform License Schedule

Therapy Essentials for Mental Health Professionals

User Training Content

Therapy Essentials for School Psychologists

User Training Content

Therapy Essentials for School Psychologists Plus Assessments

User Training Content

Psychoeducational Assessments listed on Exhibit 1 to Platform License Schedule

Therapy Essentials for Support Staff

User Training Content

EXHIBIT 1 TO PLATFORM LICENSE SCHEDULE

Available Assessments

Speech-Language Assessments

Clinical Evaluation of Language Fundamentals-5 Screener
Clinical Evaluation of Language Fundamentals-5
Clinical Evaluation of Language Fundamentals-5 Metalinguistics
CELF Preschool-2
Comprehensive Assessment of Spoken Language, 2nd Ed.
Goldman-Fristoe Test of Articulation-3
Arizona Articulation Phonology Scale, 4th Ed.
Peabody Picture Vocabulary Test, 5th Ed.
Expressive Vocabulary Test, 3rd Ed.
Comprehensive Test of Phonological Processing, 2nd Ed.
Gray Oral Reading Test-5
Test of Auditory Processing-4
Oral and Written Language Scales-2
Clinical Evaluation of Language Fundamentals, 4th Ed., Spanish
Expressive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition
Receptive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition
Goldman-Fristoe Test of Articulation, 3rd Ed., Spanish

Psychoeducational Assessments

Wechsler Intelligence Scale for Children-Fifth Edition (WISC-V)
Woodcock-Johnson IV Test of Cognitive Abilities (WJ IV COG)
Test of Auditory Processing Skills – Third Edition (TAPS-3)
Comprehensive Test of Nonverbal Intelligence – Second Edition (CTONI-2)
Test of Nonverbal Intelligence – Fourth Edition (TONI-4)
Comprehensive Test of Phonological Processing – Second Edition (CTOPP-2)

Academic/Achievement Assessments

Woodcock-Johnson IV Tests of Achievement (WJ IV ACH)
KeyMath (TM) – 3 Diagnostic Assessment
Gray Oral Reading Tests – Fifth Edition (GORT-5)

Occupational Therapy Assessments

Motor-Free Visual Perception Test – Fourth Edition (MVPT-4)

Please note the following:

- The listed assessment will only be made available to Authorized Users with the verified clinical credentials necessary to administer the assessment and Psychoeducational Assessments will only be accessible to Authorized Users who purchase the Teletherapy Essentials for School Psychologists Plus Assessments offering;
- The Platform includes electronic versions of the applicable test stimuli and test manuals for each assessment listed below. Customer is responsible for obtaining test protocols, response booklets, equipment, or any test manipulatives that may be required to administer the assessment; and
- PresenceLearning is continuously updating its assessment offerings; therefore, the above list is subject to change.