



# PresenceLearning

## Service Order

### Customer Name and Contact Information

Name: Snake River School District - ID

Address: 103 S 900 W Blackfoot, ID

### Customer Primary Point of Contact

Name: Rose Larson

Email Address: [rlarson@snakeriver.org](mailto:rlarson@snakeriver.org)

### Customer Secondary Point of Contact

Name: Chris Nelson

Email Address: [cnelson@snakeriver.org](mailto:cnelson@snakeriver.org)

### PresenceLearning Contact Information

Name: Sarah Finney

Email Address: [sarah@presencelearning.com](mailto:sarah@presencelearning.com)

## Service Order

### 1. Services

Service	Student Quantity/Groups	Price per Service
Hourly SLP Services	100	\$75.00
Hourly SLP Supervision	0	\$75.00
Hourly OT Services	0	\$75.00
Hourly BMH Services	0	\$75.00
Annual Student Administrative Fee	100	\$100.00

### 2. SLP Assessments

Service	Student Quantity/Groups	Price per Service
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00
Spanish Articulation Standard Assessment	0	\$57.00
Augmentative Alternative Communication Assessment	0	\$114.00

Service	Student Quantity/Groups	Price per Service
Additional Language Subtest	0	\$33.00
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00

## 3. OT Assessments

Service	Student Quantity/Groups	Price per Service
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00

## 4. BMH Assessments

Service	Student Quantity/Groups	Price per Service
Screening by MHP	0	\$125.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$225.00
Rating Scale Assessment	0	\$130.00
Classroom Observation by MHP	0	\$111.00
Additional Assessment by MHP	0	\$225.00
Additional Requested Meetings	0	\$56.00
Bilingual Services by MHP	0	\$111.00
Home Coordination by MHP	0	\$111.00
Pre-referral Meeting by MHP	0	\$111.00
Additional Requested Paperwork	0	\$56.00

## 5. Psychoeducational Assessments

Service	Student Quantity/Groups	Price per Service
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$225.00

<b>Service</b>	<b>Student Quantity/Groups</b>	<b>Price per Service</b>
Cognitive Select Index	0	\$111.00
Processing Select Index	0	\$111.00
Achievement Select Index	0	\$111.00
Rating Scale Assessment	0	\$130.00
Classroom Observation by MHP	0	\$111.00
Achievement Standard Battery	0	\$225.00
Long Cognitive Battery	0	\$225.00
Additional Assessment by MHP	0	\$225.00
Processing Standard Battery	0	\$225.00
Additional Requested Meetings	0	\$56.00
School Psych Consultation	0	\$74.00
Bilingual Services by MHP	0	\$111.00
Short Cognitive Battery	0	\$111.00
Spanish Select Index	0	\$255.00
Spanish Battery	0	\$355.00
Screening by MHP	0	\$125.00
Home Coordination by MHP	0	\$111.00
Pre-referral Meeting by MHP	0	\$111.00
Additional Requested Paperwork	0	\$56.00

Document Camera	\$85.00 (each)
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## Service Order

Contracted Students	100
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Assessments Commitment	38
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Psychoeducational Assessment Commitment	\$0.00
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Monthly Commitment*	\$13,387.50	179 hours at \$75.00
December Commitment*	\$8,925.00	119 hours at \$75.00

\*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2021 through June 30, 2022
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## Service Order Form

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:  AFFB6B8A574F480...	By:  Mark Kress (Jun 4, 2021 16:39 MDT)
Name: Brian Culbreth	Name: Mark Kress
Title: CRO	Title: Superintendent, Snake River School District
Date: 2021-06-07	Date: 06-03-21

## Master Service Agreement

This Master Services Agreement (“Agreement”) entered into as of the date of the last signature (“Effective Date”) by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 530 Seventh Ave, Suite M, New York, NY 10018 (“PresenceLearning”) and the entity named in an Service Order that is receiving the Services (“Customer”). PresenceLearning and Customer agree as follows:

**1. Services.** This Agreement shall apply each time Customer engages with PresenceLearning for the provision of services and/or products (“Services”) through a Service Order and/or other mutually agreed upon document. Services will be provided by a licensed clinician (“Clinician”) and includes access to PresenceLearning’s proprietary online therapy platform. All Services, fees, and other obligations will be as set forth in each applicable service order referencing this Agreement (“Service Order”).

### 2. Platform.

2.1. Access and Use. The Services are provided and delivered through PresenceLearning’s proprietary online therapy platform, which includes evidence-based and user-generated content library; user-visible aspects; proprietary software and technology embodied in the platform; assessments; and proprietary self-guided training modules, (collectively, the “Platform”). The Platform enables engagement between Customer’s students and Customer’s authorized staff (collectively, “Users”) and PresenceLearning’s clinical providers (“Clinicians”). During the Service Order Term, PresenceLearning grants Customer and its Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

2.2. Unauthorized Use. Customer may not disclose to or provide access, allow to use, or display the Platform to any third-party, without express written permission from PresenceLearning. Customer shall establish, maintain, and enforce policies and procedures to safeguard and protect the Platform, which are no less rigorous than reasonable standards Customer maintains and protects its own confidential information. Customer will be responsible for all acts and omissions of its Users who have access to the Platform. Customer will notify PresenceLearning immediately of any unauthorized access to or use of the Platform.

2.3. Changes to Platform. PresenceLearning may, at its sole discretion, make any change or update to the Platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of PresenceLearning’s products or services to its customers, (ii) for the efficiency or performance of Platform, or (iii) to comply with applicable law.

2.4. Safeguard. Customer will not, nor permit or encourage its Users or any third-party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform; (ii) modify, translate, or create derivative works based on the Platform; (iii) use Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Platform. For the avoidance of doubt, all aspects of Platform are the Confidential Information of PresenceLearning, and Customer will comply with Section 5.

2.5. Ownership. PresenceLearning will have and retain sole and exclusive ownership of, and all right, title and interest in the Platform.

### 3. Fees and Payment Terms.

3.1. Fees; Payment. PresenceLearning shall invoice Customer for the services and Customer shall pay all undisputed amounts due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus PresenceLearning's reasonable costs of collection.

3.2. Clinical Services. The Service Order will list the clinical discipline of the services Customer purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

3.3. Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per Clinician pricing.

3.4. Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If Customer makes any changes, PresenceLearning may make a pricing adjustment to the Annual Service Fee.

3.5. Student Administrative Fee. If applicable, the Service Order may specify Student Administrative Fee which will be billed in the first invoice of the Service Order Term and any Renewal Term on a per student, per service basis. At any time during the Service Order Term, if students are added to receive a Service, Customer will be billed Student Administrative Fee for those students during the month the services start.

3.6. Monthly Commitment. If applicable, the Service Order may specify a minimum dollar payment due each month during the Service Order Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If Customer's fees are less than the Monthly commitment, Customer will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, Customers shall pay the total fees incurred for the month.

3.7. Assessments Commitment. If applicable, the Service Order may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, PresenceLearning will reconcile the Assessment Commitment with actual Assessments given, and Customer will be invoiced for the difference if the Assessment Commitment was not met.

3.8. Psychoeducational Assessments Commitment. If applicable, the Service Order may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Service Order Term. At the end of the Service Order Term, PresenceLearning will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment



fees billed, and Customer will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.

3.9. **Unplanned Student Absence Fee.** If Customer cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence (“Unplanned Student Absence”), Customer agrees to pay PresenceLearning the applicable Rate for the duration of the scheduled session. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

3.10. **Contracted Students.** If applicable, the Service Order may specify the number of students for whom Customer has purchased Services.

3.11. **Disputes.** 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.

**4. PresenceLearning Materials.** PresenceLearning owns all rights, title, and interest, including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, Services, designs, know-how, data, software, graphic art, and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or part, by PresenceLearning or its agents or affiliates, which arise out of the performance of Services, except with regard to materials and intellectual property for which PresenceLearning has a license to use, display, host and administer in providing Services. Customer agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. During the Service Order Term, PresenceLearning grants Customer a non-exclusive, limited license, to reproduce and distribute the materials solely to assist in the provision of Services.

## **5. Confidentiality.**

5.1. Except as otherwise provided in this Agreement, each party will be maintain the other party’s Confidential Information (as defined below) in strict confidence, will use the other party’s Confidential Information only for purposes of this Agreement, and will not disclose the other party’s Confidential Information without the other party’s prior written consent, provided that the receiving party may disclose the disclosing party’s Confidential Information to the receiving party’s or its affiliates’ personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 5, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

5.2. “Confidential Information” means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential.

“Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party’s possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to

be disclosed, provided that the receiving party will notify the disclosing party before disclosing the Confidential Information.

## 6. Data and Privacy.

6.1. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or User to PresenceLearning.

6.2. 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 the PresenceLearning.

6.3. FERPA. In providing Services or performance under this Agreement, 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.

6.3.1. PresenceLearning represents, warrants, and agrees that PresenceLearning will: (1) 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; (2) 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 (3) 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 policy may be accessed on <https://www.presencelearning.com/about/ferpa/>.

6.3.2. 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.

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

6.3.4. 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.

6.4. 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, USED and U.S. Department of Health and Human Services (November 2008)

## **7. Clinicians.**

7.1. Credentials and Clearances. For each Clinician PresenceLearning assigned to Customer, PresenceLearning has collected and verified clinicians’ credentials in accordance with the state law of Customer’s state, including state clinician license. If Customer requires additional certification such as Board of Education certifications, then Customer must inform PresenceLearning and provide all necessary information or instructions in a timely manner.

7.2. Background Checks. PresenceLearning conducts background checks, which include criminal background checks and Registered Sex Offender registry checks, on all its employees and Clinicians, and PresenceLearning refreshes such checks on the Clinicians on a yearly basis. If Customer requires additional clearances such as FBI Fingerprinting by the school district, Customer will provide all necessary information or instructions in a timely manner to allow PresenceLearning to convey instructions to Clinicians.

## **8. Indemnification.**

8.1. Indemnification by Customer. Unless prohibited by law, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney’s fees) incurred by PresenceLearning which result from, or arise in connection with, any breach of Customer’s obligations or representations under this Agreement and/or negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement.

8.2. Indemnification by PresenceLearning. PresenceLearning shall indemnify and hold Customer, harmless against any and all claims, demands, damages, liabilities and costs (including 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 its activities and obligations under this Agreement.

8.3. Conditions of Indemnification. The obligations set forth in Sections 8.1 and 8.2 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.

**9. Limitation of Liability.** In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning's cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. Customer acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations PresenceLearning would not enter into this Agreement.

**10. Non-Solicitation.** Customer shall not, during the Term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or its clinicians without PresenceLearning's prior written consent. Customer should contact the PresenceLearning account manager with any inquiries concerning the aforementioned.

**11. Term and Termination.**

11.1. Term. This Agreement shall be in effect from the date of the last signature until terminated by either party with forty-five (45) days prior written notice.

11.2. Service Order Term. Each Service Order will specify a term for which services begin and end.

11.3. Termination for breach. PresenceLearning may, without prejudice to any other remedies available to it by law, terminate this Agreement immediately if Customer commits a material breach of this Agreement, and the breach is not cured within fifteen (15) days after receipt of written notice of the breach.

11.4. Effects of Termination. Upon the expiration or termination of this Agreement for any reason, all amounts owed to PresenceLearning under this Agreement, which accrued before such termination, or expiration will be immediately due and payable.

**12. Disclaimer of Warranties.** Except as otherwise set out herein, the Services 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.

**13. Student Benchmarking Data.** If Customer collects benchmarking data at the individual or school level in relation to Services provided by PresenceLearning, Customer will provide PresenceLearning a copy of such benchmarking data. To the extent not prohibited by Section 6 of this Agreement or applicable law, PresenceLearning may store indefinitely, use and publish deidentified benchmarking data.

**14. Customer Representations and Warranties.** 14.1. Customer hereby represents and warrants to PresenceLearning that the undersigned has the right, power, and authority to enter into this Agreement on behalf of Customer.

14.2. Customer hereby represents and warrants that, prior to receiving Services, it will provide PresenceLearning with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by PresenceLearning. Any delay in Customer's ability to provide the specified conditions will delay the ability for PresenceLearning to provide the Services.

14.3. Customer hereby represents and warrants that it will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consents where required.

14.4. Customer represents that it has verified the accuracy, completeness and appropriateness of all Students' medical, educational, demographic, disciplinary, and therapeutic-related information ("Records") prior to Customer's providing PresenceLearning with access to such Records. Customer acknowledges and agrees that the professional duty to educate, supervise and treat the Students lies solely with Customer, and that the provision of Services in no way replaces or substitutes for the professional judgment of Customer.

14.5. Customer acknowledges that PresenceLearning is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Records made available to it pursuant to this Agreement.

**15. PresenceLearning Representations and Warranties.** PresenceLearning represents and warrants to Customer as follows the undersigned has the right, power and authority to enter into this Agreement on behalf of PresenceLearning.

**16. Research; Promotional Materials.** The parties agree that mutual consent is required for publication or distribution of any research and/or case studies mentioning either party. However, 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 user of the applicable Service in PresenceLearning promotional materials. Customer can revoke this grant at any time with fifteen (15) days written request.

**17. Independent Contractor.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. 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.

**18. 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 State the Customer is located.

**19. Governing Law.** This Agreement will be governed by the laws of the State the Customer is located.

**20. Miscellaneous.** The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement do not affect its interpretation.

**21. Assignment.** PresenceLearning's rights and obligations under this Agreement will bind and inure to the benefit of its successors and assigns.

**22. Survival.** The parties' obligations under Sections 2.4, 2.5, 9, 10, 16, and 18 will survive any expiration or termination of this Agreement.

**23. Force Majeure.** Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) 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.

**24. 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 M, New York, NY 10018, Attn: Legal Department or via email at <mailto:legal@presencelearning.com>. To Customer: Notices will be sent to the address provided to PresenceLearning, or by other legally acceptable means.

**25. 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.

**26. Entire Agreement.** This Agreement along with any corresponding Service Orders constitutes the entire agreement between the parties regarding the Services and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the Services. This Agreement may only be amended by the mutual written consent of the parties.

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

PresenceLearning, Inc.	Customer
By:  <small>AFFB6B8A574F480...</small>	By:  <small>Mark Kress (Jun 4, 2021 16:39 MDT)</small>
Name: Brian Culbreth	Name: Mark Kress
Title: CRO	Title: Superintendent, Snake River School District
Date: 2021-06-07	Date: 06-03-21



## Equipment Schedule

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Service Agreement (the “Agreement”) between PresenceLearning, Inc., (“PresenceLearning”) and entity named in the Service Order that is receiving the Services (“Customer”) and lists the terms and conditions of the purchase of 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. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer’s option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the additional 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
iPad Splitter	\$10.00
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 10.

3. **WISC-V Kits.**

3.1 Purchase of WISC-V Kits. If the Agreement provides that the 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

3.2 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, 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 the Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

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

4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

4.3 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.

4.4 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.

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

5. **Delivery Addresses**. 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.

6. **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.

7. **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.

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

9. **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 Materials as promised.

10. **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"> <li>• Attachable tripod</li> <li>• Video resolution 1920X1080</li> <li>• Auto focus</li> <li>• Field of View = 65°</li> </ul>	N/A	N/A
Headset	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> <li>• 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</li> </ul>	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> <li>• External USB headset adapter with CD quality digital sample rates</li> <li>• Bypasses a computer's sound system, creating superior low-noise audio</li> </ul>	ANDREA	EDU-USB PL- CS-PRESENCE
Document camera	<ul style="list-style-type: none"> <li>• Capture images of A4 and US letter pages</li> <li>• Built-in LED lights</li> </ul>	HUE	HD Pro Camera

## Addendum to the Master Service Agreement

This Addendum (the “Addendum”) is hereby attached and made part of the existing Master Services Agreement (“Agreement”) between PresenceLearning and Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement. In the event of any conflicting definitions, terms or conditions between this Addendum and the Agreement, this Addendum shall control.

The parties agree to amend the Agreement as follows:

**1. Clinical Services.** The Clinical Service Order will list the clinical discipline of the services Customer has purchased, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical therapy, IEP development, attendance to meetings (collectively, “Clinical Services”).

**2. Clinician Conversion; Conversion Fee.**

2.1. Clinician Conversion. During the Term of the 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 2.

2.2. 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) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the expiration of the Service Order pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the “Conversion Fee”):

### Calculation of Conversion Fee

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

**3. Additional Fees.**

3.1. Short-Term Assignments. If Customer requires PresenceLearning to deliver Clinical Services, excluding any Assessments or Evaluations, for periods that are not expected to exceed eighty-four calendar (84) days (such assignments, “Short-Term Assignments”), the fees for such Short-Term Assignments shall include an additional fee equal to 30% of the hourly service fee set forth in the applicable Service Order (the “Short-Term Premium”). For the avoidance of doubt, the Short-Term Premium shall not be due and payable with respect to any Assessments or Evaluations.

3.2. Bilingual Services Fee. If Customer requires PresenceLearning to deliver any services to students in a language other than English (such services, “Bilingual Services”) the fees for such Bilingual Services

shall include an additional fee equal to 20% of the hourly service fee set forth in the applicable Service Order.

3.3. Service Coordination Fee. If applicable, this Clinical Service Order may specify a Service Coordination Fee which will be billed monthly and will include planning, coordination and administration of services and other services not included in Clinical Services.

4. **Platform Licenses Option.** Customer is eligible to receive ten (10) Teletherapy Essentials licenses (collectively, the “Platform Licenses”) for a total cost of \$5,000 (the “Platform License Option”). If Customer elects to exercise the Platform License Option, Customer must (i) notify its PresenceLearning Contact within fifteen (15) days of signing this Addendum and (ii) execute and return a Platform License Agreement that shall contain the applicable terms and conditions of the Platform Licenses.

Agreed to:

Agreed to:

PresenceLearning, Inc.	Licensee: [Entity Name]
By: <u>Brian Culbreth</u> 2021-06-07 <small>DocuSigned by: AFE66B8A574E480C</small> Authorized by Signature Date	By: <u>Mark Kress</u> <small>Mark Kress (Jun 4, 2021 16:39 MDT)</small> Authorized by Signature Date
Print Name: <u>Brian Culbreth</u>	Print Name: <u>Mark Kress</u>