



TELETHERAPY TRAINING AND PLATFORM LICENSE AGREEMENT

This TELETHERAPY TRAINING AND PLATFORM LICENSE AGREEMENT (“Agreement”) is made and entered into as of the last signature date (the “Effective Date”), between PresenceLearning, Inc., a company incorporated in Delaware (the “Licensor”) and Alvord Unified School District (the “Licensee”).

The parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the meaning set forth in this section:

“Authorized Users” or “Authorized User” means Licensee’s teachers and staff who are recruited, managed, and employed or contracted by Licensee, and for whom a license is purchased.

“Clinical Applications Training” means the following training as shall be set forth in the applicable Service Order:

- Therapy Applications for Speech-Language Pathologists;
- Therapy and Assessment Applications for Occupational Therapists;
- Therapy Applications for Behavioral & Mental Health Professionals;
- Platform Applications for Educators and Support Personnel;
- Assessment Applications for Speech-Language Pathologists;
- Assessment Applications for School Psychologists; and
- Informal Assessment Applications for Behavioral & Mental Health Professionals.

“Clinical Workshops” means access to the following workshops as shall be set forth in the applicable 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.

“Components” means all of the existing proprietary components of the Platform, including software or other information and technology that is embodied in the Platform.

“Documentation” means any written, printed or otherwise recorded or stored material that relates to the Platform, including technical specifications, source code annotations, training and support materials, descriptions of the principles of operation of source code, other instructions.

“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 evidence-based and user-generated content library.

“Licensee Property” means all text, content, images, video, music, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available by Licensee or an Authorized Users.

“Licensor Property” means and includes the Platform and the contents of the Library, Clinical Application Training, Clinical Workshop and the Telehealth Institute.

“Platform” means (a) the Licensor’s software application (in both source code and object code form), (b) the Components, (c) the Documentation, (d) the Library, (e) the Telehealth Institute, and (f) Improvements or updates to the Platform.

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

“Service Order” means an ordering document, the first of which is included as Exhibit A attached hereto. The terms of this Agreement will be deemed to be incorporated in each applicable Service Order.

“Student Data” means any PI belonging to a Student User.

“Student User” or “Student Users” means the Licensee’s students currently enrolled at Licensee’s organization.

“Telehealth Institute” means and includes the Licensor’s proprietary self-guided training modules, including, but not limited to, Teletherapy Foundations.

- “Teletherapy Foundations” means the web-based training materials, live training and training support resources, including the following trainings: Getting Started with PresenceLearning;
- For all users (collectively, “All User Training”):
 - Setting Up Your Telepractice; and
 - Therapy Room Foundations;
- In addition to All User Training, qualified clinical professionals shall be eligible to receive therapy room activities training (“Therapy Room Activities Training”) and therapy room assessment training (“Therapy Room Assessments Training”).

“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.

“Virtual Waiting Room” means a virtual waiting room of the Therapy Room where a Student User first enters using the Therapy Room link and permitting Authorized User to admit only intended participants.

2. **SERVICES AND PLATFORM.** Licensor shall provide the Licensee with the applicable services set forth on each Service Order together with technical support as set forth in Section 8 herein.

3. **LICENSE.**

3.1. License Grant. During the Term, for each service purchased, Licensor grants to Licensee a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, license for each Authorized User to use and display the Platform (the “License”). Licensee may not provide access, allow to use, or display the Platform to any third-party, without express written permission from Licensor.

3.2. Safeguarding. Licensee shall establish, maintain, and enforce policies and procedures to safeguard and protect the Licensor Property which are no less rigorous than reasonable standards relating to Licensee’s Confidential Information (as defined in Section 10 hereof) and property. Licensee will be responsible for all acts and omissions of its Representatives (as defined in Section 10 hereof) who have access to the Licensor Property.

3.3. Business Use. Licensee agrees that it will inform and instruct its Authorized Users that the Platform and Licensor Property are solely and exclusively to be used for the benefit of the Licensee and Licensee’s Student Users (“Business Use”). Authorized Users may not use the Licensor Property for personal or independent business purposes. The use of the Platform and the Licensor Property for any purpose other than Business Use will constitute cause for immediate termination of this Agreement.

- 3.4. Ownership. Licensor will have and retain sole and exclusive ownership of, and all right, title and interest in, the Licensor Property.
- 3.5. Disclosure of Improvements and Developments. Unless otherwise provided in this Agreement, Licensor will have no obligation to disclose to Licensee any Platform improvements or modifications.
- 3.6. Acknowledgements. Licensee acknowledges and agrees the Licensor 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. LICENSOR SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THIS AGREEMENT. LICENSOR RETAINS ALL RIGHT, TITLE, AND INTEREST IN AND TO THE LICENSOR PROPERTY NOT EXPRESSLY LICENSED UNDER THIS AGREEMENT.

4. RESTRICTIONS.

- 4.1. No Reverse Engineering. Licensee shall not for itself or through a third party (and shall ensure that Authorized Users and Student Users do not): (i) translate, reverse engineer, decompile, or disassemble the Platform or any Component, or by any other method attempt to derive source code to the Platform or its Components; (ii) rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties, without the prior express written consent of Licensor; (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 the Documentation or any pertinent documents, except for tangible copies of online documents made by Licensee for Licensee's internal use and Licensee agrees to use commercially reasonable efforts to prevent any unauthorized copying of Documentation or other intellectual property.
- 4.2. Sublicensing and Third Parties. Licensee does not have the right to grant a sublicense to the rights granted in this Agreement.
- 4.3. Misuse. If Licensee or its Authorized Users misuse the Platform or breach the terms of this Agreement, Licensor may terminate Authorized User's and/or Licensee's access. Licensee and its Authorized Users may not:
 - 4.3.1. Enable or allow others to access or use the Platform;
 - 4.3.2. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform;
 - 4.3.3. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights (collectively, "Intellectual Property") of any third party;
 - 4.3.4. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful, or otherwise objectionable as determined in the sole discretion of Licensor;
 - 4.3.5. Use the Platform and/or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
 - 4.3.6. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
 - 4.3.7. Attempt to disable, impair, or destroy the Platform;
 - 4.3.8. Upload, transmit, store, or make available any materials that contain any viruses, malicious code, malware, or any components;
 - 4.3.9. 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);

- 4.3.10. Engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, or other unsolicited messages;
- 4.3.11. Place an advertisement of any products or services in the Library;
- 4.3.12. Take photos or screenshots of Platform and/or post on social media or other behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, confidentiality of Platform; or
- 4.3.13. Violate any laws.

5. TERM AND TERMINATION.

- 5.1. Term. This Agreement shall commence on the Effective Date and continue until the date upon which this Agreement is terminated in accordance with this Section 5 (the “Term”).
- 5.2. Service Order Term. The term of a Service Order shall commence on the date set forth in the Service Order and end on the earlier of the date specified on the applicable Service Order or June 30, 2022 (“Service Order Term”).
- 5.3. Termination by Licensor. Licensor, in its sole discretion, reserves the right to terminate this Agreement or any Service Order immediately upon a breach of this Agreement or any Service Order by Licensee. In such an event, Licensee will still be liable for the fees payable under any outstanding Service Order in accordance with the terms thereof.
- 5.4. Effects of Termination. Upon the expiration of any Service Order Term or the termination of any Service Order, Licensee shall immediately lose access to the services set forth in the expired or terminated Service Order. Upon the termination of this Agreement, Licensee shall immediately lose access to the Platform.

6. FEE AND PAYMENT TERMS. Licensee shall pay all fees specified in each Service Order (the first of which is attached hereto) plus any applicable taxes in accordance with the terms set forth in the applicable Service Order. Licensor may, upon notice to Licensee, suspend Licensee’s access to the Platform until overdue amounts are paid in full.

7. COMPUTER SPECIFICATIONS AND REQUIREMENTS.

- 7.1. System Requirements. The Platform is a cloud application. In order to access the Platform Authorized Users and Student Users must meet the following system requirements:
 - 7.1.1. Any computer with Dual core processor and 2 GB RAM;
 - 7.1.2. Ability to support headset and microphone; and
 - 7.1.3. A broadband internet connection with a minimum of 500 kbps (or higher) upload and download speeds of 1mbps (or higher).
- 7.2. Updates to Specification. For more additional information or update to specifications and requirements Licensee should refer to: <https://www.presencelearning.com/tc/eq-spec/>.

8. TECHNICAL SUPPORT. Licensor will provide technical support on weekdays between the hours of 6:00 am and 6:00 pm Mountain Standard Time (MST).

9. PROPRIETARY RIGHTS.

- 9.1. Licensor Property. Licensor owns all right, title and interest in, and retains all right, title, and interest to, the Licensor Property, including, without limitation: (i) all proprietary content in the Platform and Library, including therapy playlists and documents and all Telehealth Institute, training and workshop content and (ii) any work product or other intellectual property developed and/or created by Licensor or on Licensor’s behalf in the Library. Intellectual property that is licensed to Licensor from a third party will be included in

the Licensor Property only to the extent that Licensor has the right to sublicense such Intellectual Property to Licensee within the scope of the license granted hereunder.

- 9.2. **Licensee Property.** Licensee Property is and shall remain the sole and exclusive property of Licensee.
- 9.3. **Licensor Use of Licensee Property.** During the Term, Licensee grants to Licensor, solely to perform Licensor's obligations of this Agreement, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the Licensee Property. Further, if an Authorized User uploads material to the Library, then that Authorized User grants to Licensor, by virtue of uploading that material, a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.
- 9.4. **Content Restrictions.** Licensee agrees not to use the Platform to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing, or illegal, and to the extent Authorized Users exercise the rights granted to Licensee under this Agreement, Licensee represents and agrees that Licensee will ensure that such Authorized Users will also comply with the obligations set forth in this Agreement. Licensor takes no responsibility and assumes no liability for any Licensee Property that an Authorized Users submits, displays, or otherwise makes available via the Platform.
- 9.5. **Removal of Content.** If Licensor determine in good faith, in its sole discretion, that any Licensee Property could (i) pose a material security risk, (ii) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (iii) give rise to (a) a liability, or (b) a violation of law or the terms of the Agreement, then Licensor may remove the offending Licensee Property, suspend an Authorized Users' or Licensee's use of the Platform, and/or pursue other remedies and corrective actions.
- 9.6. **Other Rights.** Licensee grants to Licensor the limited right to use Licensee's name, logo and/or other marks for the sole purpose of listing Licensee as a user of the Platform in promotional materials. Licensee can revoke this grant at any time with fifteen (15) days written request.

10. CONFIDENTIALITY.

- 10.1. **Confidential Information.** All information disclosed by one party to the other 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."
- 10.2. **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 that is not restricted from disclosing such information; or (iv) independently developed by the receiving party without use of or access to the disclosing party's Confidential Information.
- 10.3. **Nondisclosure.** The parties agree that during the Term and for a period of one year (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) thereafter, each party receiving Confidential Information (in such capacity, the "Receiving Party") of the other party (in such capacity, the "Disclosing Party") shall hold the Confidential Information in confidence and not disclose such information in any form to any third party without the express written consent of the Disclosing Party, except to the employees, subcontractors, or agents (collectively, "Representatives") of the Receiving Party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. The Receiving Party shall remain liable for any breach of this Section 10 by any of its Representatives.

11. STUDENT DATA AND PRIVACY.

- 11.1. **Student Data.** Licensor provides a video communication platform to Licensee for the use of Licensee's Authorized Users and Student Users. Licensor will not receive, collect, or store any Student Data. Licensee will be solely responsible for the transmission and protection of their Student Data.

- 11.2. Platform Student Safety. Licensor institute technical and organizational measures to protect PI from unauthorized access, use or disclosure The Platform follows all FERPA and HIPAA guidelines for information security and data privacy.
- 11.3. Therapy Room Access. A Student User may only access an Authorized User's Therapy Room through a specific link granted to Student User by Authorized User. Upon entering, Student User will wait in the Virtual Waiting Room until Authorized User admits Student User into the Therapy Room.
- 11.4. Video and Voice Transmission. Licensor does not record any video or voice, nor does the Platform have any functionality that allows Licensee or its Authorized Users to record video transmissions or voice.
- 11.5. Authorized Users Conduct. The Licensee acknowledges that it is solely responsible for the actions and behaviors of its Authorized Users and Student Users.

12. REPRESENTATIONS AND WARRANTIES.

- 12.1. Power and Authority. Licensor represents to Licensee that Licensor has the full right, power, and authority, including the necessary intellectual property rights, to enter into this Agreement.
- 12.2. Platform performance. Licensee agrees and acknowledges Licensee has assessed the Platform's necessary specifications, performance, functionality, access to, and availability, and found it suitable for License's needs and requirements.
- 12.3. Uploaded Materials. Licensee, for itself and on behalf of its Authorize Users, asserts that the party uploading materials to the Library has all rights necessary to upload, share, and grant the rights for all the materials.
- 12.4. Safety of Platform. Licensor warrants to Licensee that Licensor has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Licensor, 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. **DISCLAIMERS OF WARRANTIES.** The Platform is provided "AS-IS" and to the maximum extent permitted by law, Licensor disclaims all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Further, Licensor disclaims any warranty that the Platform will meet Licensee's requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Licensor disclaims all liability for any actions resulting from Licensee's use of the Platform. Licensee understands that Licensee's use and access to the Platform is at Licensee's own discretion and risk, and Licensee is solely responsible for any damage to computer systems or loss of data that results from such use. If Authorized Users post or upload materials to the Library, Licensor is not responsible for any loss, corruption, damage, or deletion of the materials.

14. INDEMNIFICATION.

- 14.1. By Licensor. Licensor shall defend, indemnify and hold harmless the Licensee from and against any and all losses asserted against, incurred, sustained or suffered by Licensee and/or its Representatives as a result of, arising out of, or relating to a claim that the Platform or any Licensor's intellectual property as delivered to Licensee infringes or misappropriates the intellectual property of any third party (collectively, "Licensee Indemnifiable Claims"), including any costs incurred in connection with preparing to defend against any Licensee Indemnifiable Claims.
- 14.2. By Licensee. Unless prohibited by state law or regulations, Licensee will defend, indemnify and hold harmless the Licensor and its Representatives from and against any and all losses incurred, sustained or suffered by Licensor as a result of, or arising out of, or relating to any third party lawsuit or proceeding brought against Licensor due to: (i) Authorized Users' posted and uploaded content, (ii) Licensee or Authorized Users' illegal behavior or conduct; (iii) Licensee's, Authorized Users, and/or Student Users'

use of the Platform or Licensor Property in any manner inconsistent with or in breach of the Agreement; and/or (iv) any claim alleging facts that would constitute a breach of Licensee's representations and warranties made in this Agreement (collectively, "Licensor Indemnifiable Claims"), including any costs incurred in connection with preparing to defend against any Licensor Indemnifiable Claims.

15. LIMITATION ON LIABILITY.

- 15.1. DAMAGE DISCLAIMER. EXCEPT AS PROVIDED BELOW IN THIS SECTION 15, 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.
- 15.2. GENERAL DAMAGE CAP. EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE AMOUNT LICENSEE PAID FOR THE PLATFORM/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 LICENSEE FOR ANY LOSSES OR (B) LICENSOR KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

16. MISCELLANEOUS.

- 16.1. 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.
- 16.2. Competitors. Licensee agrees, and will ensure Authorized Users' compliance, to not share or make available the Platform or Licensor Property to a competitor of Licensor.
- 16.3. Survival. Upon the expiration or termination of this Agreement, all access to the Platform may cease without prior notice. Sections 4.1, 9.1, 10, and 13-16 will survive expiration or termination of this Agreement.
- 16.4. Amendment and Modification. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both parties.
- 16.5. No Third-Party Beneficiaries. The Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.
- 16.6. Assignment. Licensee 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 Licensor and any attempt to do so will be null and void. Licensor 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.
- 16.7. Force Majeure: Transmissions. 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. Licensor will not be responsible for receiving data, queries, or requests directly from Authorized Users, Student Users, or any other third party, or for the transmission of data between Authorized Users or Student Users and the Platform.
- 16.8. 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.
- 16.9. 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 Licensee: Notices will be sent to the address provided to Licensor, or by other legally acceptable means.

- 16.10. 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.
- 16.11. 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.
- 16.12. Entire Agreement. This Agreement, any Exhibits, and applicable Service Orders 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.
- 16.13. 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 Licensee is located.
- 16.14. 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.

LICENSOR:

PresenceLearning, Inc.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Alvord Unified School District

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
FORM OF SERVICE ORDER

This Service Order is incorporated and made part of the Teletherapy Professional Development and Platform License Agreement (“Agreement”) between PresenceLearning, Inc., (“Licensor”) and Alvord Unified School District (“Licensee”). Capitalized terms used herein and not defined shall have the meanings given to such terms in the Agreement. In the event of a conflict between this Service Order and the Agreement, the terms and conditions of the Agreement will prevail.

Service Order Term: July 1, 2021 to June 30, 2022

| Licensee Primary Contact Information: | Licensor Contact Information: |
|---|--|
| Name: Alvord Unified School District Paulina Nwuba | Name: Michelle Brownlee |
| Address: 9 KPC Parkway | Address: 530 Seventh Ave., Suite M1 |
| City, State, Zip: Corona, CA 92879 | City, State, Zip: New York, NY 10018 |
| Email: paulina.nwuba@alvordschools.org | Email: Michelle.Brownee@PresenceLearning.com |

SERVICE OPTIONS:

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

- Customer-specific administration page;
- Access to a Therapy Room (for demonstration purposes);
- Access to Telehealth Institute; and
- Access to the web-based training materials, live training and support resources of Teletherapy Essentials Part A.

Service Option 1: Teletherapy Essentials

Part A. All Authorized Users will receive access to the Platform, including the following:

- Web-based training materials (collectively, “All User Training Content”):
 - Getting Started with PresenceLearning (self-directed and untimed training);
 - Setting Up Your Telepractice (estimated completion time 40 minutes);
 - Therapy Foundations (estimated completion time 40 minutes);
 - Therapy Room Activities Training (estimated completion time 45 minutes); and
 - Therapy Room Assessments Training (estimated completion time minutes).
- Live training and support resources:
 - Training for Platform Applications for Educators and Support Personnel (up to 45 minutes)
 - Clinical Workshops for Educators and Support Personnel; and
 - Live technical support available via telephone, email and live chat 8am-8pm EST on business days.

Part B. In addition to Part A, discipline-specific access services will be provided in accordance to the Service Order:

- Speech Language Pathologists:
 - Speech Language therapy assessments (refer to Schedule I, hereto attached);
 - Training for Therapy Applications for Speech-Language Pathologists (estimated completion time 45 minutes);
 - Training for Assessment Applications for Speech-Language Pathologists (estimated completion time 45 minutes); and
 - Clinical Workshops for Speech-Language Pathologists;

- Occupational Therapist:
 - Occupational therapy assessments (refer to Schedule I, hereto attached);
 - Training for Therapy and Assessment Applications for Occupational Therapists (estimated completion time 60 minutes); and
 - Clinical Workshops for Occupational Therapists.

- Behavior and Mental Health Specialists:
 - Training for Therapy Applications for Behavior Mental Health Professionals (estimated completion time 45 minutes);
 - Training for Informal Assessment Applications for Behavior & Mental Health Professionals (estimated completion time 45 minutes); and
 - Clinical Workshops for Behavior Mental Health Specialists.

Service Option 2: Teletherapy Essentials Plus Psychoeducational Assessments (AVAILABLE ONLY FOR QUALIFIED ADMINISTRATORS OF PSYCHOEDUCATIONAL ASSESSMENTS)

Includes Teletherapy Essentials, inclusive of all training provided to Behavior and Mental Health Specialist, plus access to:

- Psychoeducational Assessments (refer to Schedule I, hereto attached); and
- Live Training for Assessment Applications for School Psychologists.

Service Option 3: Teletherapy Essentials Plus Achievement Assessments (AVAILABLE ONLY FOR QUALIFIED ADMINISTRATORS OF ACHIEVEMENT SECTION OF PSYCHOEDUCATIONAL ASSESSMENTS)

Includes Teletherapy Essentials, plus access to:

- Achievement subtests of Psychoeducational Assessments (refer to Schedule I, hereto attached); and
- Training for Achievement Sections of Assessment Applications for School Psychologists (up to 90 minutes).

| <input type="checkbox"/> Annual Fee PLUS Monthly Usage Fee* | | | |
|--|----------------------------|-------------------------|-----------------|
| <input checked="" type="checkbox"/> Prepaid** Year 2 | | | |
| PRODUCT | NUMBER OF AUTHORIZED USERS | PER AUTHORIZED USER FEE | SUBTOTAL |
| Teletherapy Administrator | 1 | Included | Included |
| Teletherapy Essentials: | | | |
| <input type="checkbox"/> SLP | 2 | \$2,200 | \$4,400 |
| <input type="checkbox"/> OT | | \$ | \$ |
| <input type="checkbox"/> BMH | | \$ | \$ |
| <input type="checkbox"/> OTHER | | \$ | \$ |
| <input type="checkbox"/> Monthly Usage Fee*** | | \$ | |
| Teletherapy Essentials Plus Psychoeducational Assessments | 2 | \$4,300 | \$8,600 |
| <input type="checkbox"/> Monthly Usage Fee*** | | \$ | |
| Teletherapy Essentials Plus Achievement Assessments (Annual Fee) | | \$ | \$ |
| TOTAL | 5 | | \$13,000 |

* Annual Fee is non-refundable and payable within thirty (30) days of signing of Service Order

** Payment is non-refundable and payable within thirty (30) days of signing of Service Order

*** Monthly Usage Fee will be charged in arrears for any month Licensee or Authorized Users access and/or use the Platform beginning the first day of the first calendar month of the Service Order Term. All monthly usage fee invoices will be due and payable thirty (30) days from date of invoice.

ALL ABOVE FEES EXCLUDE APPLICABLE TAXES

SCHEDULE I

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 Plus Psychoeducational Assessments offering;
- The Platform includes electronic versions of the applicable test stimuli and test manuals for each assessment listed below. Licensee is responsible for obtaining test protocols, response booklets, equipment, or any test manipulatives that may be required to administer the assessment; and
- Licensor is continuously updating its assessment offerings; therefore, the above list is subject to change.

SCHEDULE II - EQUIPMENT

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Teletherapy Training and Platform License Agreement (the “Agreement”) between PresenceLearning, Inc. (the “Licensor”) and the entity named in the Service Order (the “Licensee”) that is purchasing the License (as such defined in the Agreement) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively “Equipment”) from Licensor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Licensee may, at Licensee’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 |
| iPad Splitter | \$10.00 |
| Document Camera | \$85.00 |

Licensee 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 9.

2. **WISC-V Kits.**

- 2.1 Purchase of WISC-V Kits. If the Agreement provides that the Licensee may access WISC-V assessments, Licensee may purchase for Authorized Users and Student Users the WISC-V test kits (each, a “Kit”) from Licensor. 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. Licensee 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 User, Licensee must arrange for the return of the Kit directly to Licensor. On a quarterly basis, Licensee will acknowledge and confirm to Licensor that the Kits are in Licensee’s possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of Licensee’s student once it has been used.

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

- 3.1 Brick and Mortar Schools. Licensor will ship Equipment directly to Licensee at the address provided in the Agreement. If Licensee’s location is temporarily inaccessible due to COVID-related closures, Licensor will temporarily ship Equipment to any other address provided by Licensee.
- 3.2 Virtual School. Licensor will ship the Equipment to the addresses provided by Licensee.
- 3.3 FOB. Licensor shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Licensee upon delivery.
- 3.4 Delivery Dates. All delivery dates are approximate. Licensor shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

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

4. **Delivery Addresses.** Licensee is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Licensee provides an incorrect address, then Licensee will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Licensor’s error, Licensor will promptly ship replacement Equipment to the correct address at no cost to Licensee.
5. **Inspection of Goods.** Licensee has the right to examine the Equipment upon receipt and has 3 days in which to notify Licensor 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 Licensor in accordance with accepted trade practices.
6. **Fees; Payment.** Licensee agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Licensee is responsible for all taxes and shipping, which fees may vary based on shipment destination.
7. **Disclaimer of Warranty.** Licensor is not the manufacturer of the Equipment and the Equipment is being sold “as is,” and Licensor disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
8. **Delay or Failure to Perform.** Licensor will not be liable to Licensee for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Licensor’s control. Licensor shall notify Licensee immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **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 |

