



**Ada Public Schools
Special Meeting Agenda
Board of Education Meeting Room
324 W. 20th
Ada, OK 74820
July 23, 2026 at 5:30 PM**

1. Call to Order and Recording of Members Present and Absent
2. Discussion and possible action to approve Speech Language Therapy Service Order with Presence for the FY2027 school year
3. Motion, second, discussion and vote on motion to go into executive session for the purpose of conducting confidential communications between the board and its attorneys concerning a pending claim from Oklahoma Teacher Retirement System regarding Melissa Hisle; the board having been advised by its attorneys that disclosures relating to this matter will seriously impair the ability of the board to proceed with the claim in the public interest, pursuant to Title 25, Section 307(B)(4) of the Oklahoma Statutes.
4. Acknowledge Return to Open Session
5. Statement of Executive Session Proceedings
6. Motion, second, discussion, and vote to authorize and direct the school district's attorneys to take action on the Oklahoma Teachers' Retirement System claim consisting with the discussion in executive session.
7. Vote to Adjourn

Posted this 21st day of July, 2026, at 4:00 pm at the main entrance of the Board Of Education Building, 324 West 20th, Ada, Oklahoma 74820

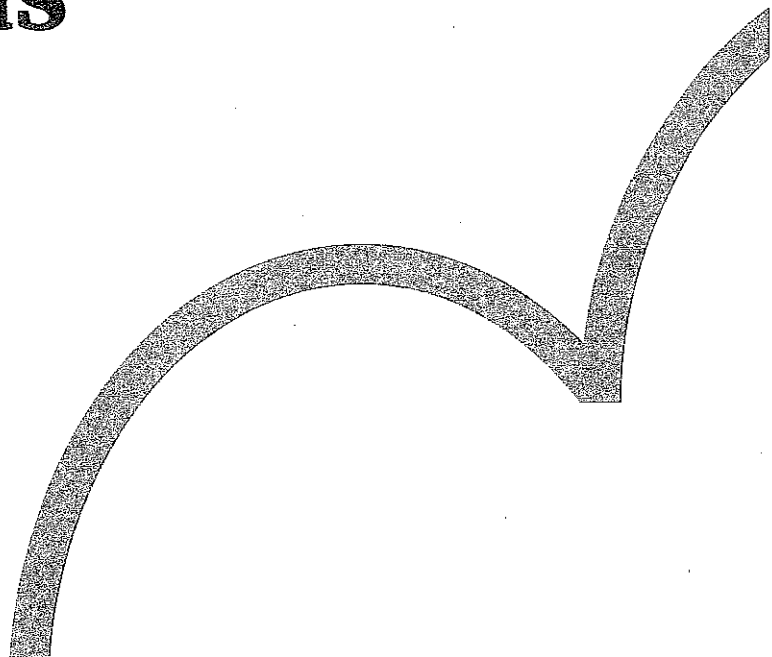
BY: s/Kelly Howry, MINUTES CLERK, ADA BOARD OF EDUCATION

Ada City Schools would be happy to accommodate your ADA needs for this meeting; please contact: Federal Programs Director at (580) 310-7200.



**Empowering all who
serve students with
diverse needs**

Presence.com



Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Ada Public Schools to implement comprehensive special education programs that support students across the district. As a trusted leader since 2009, Presence has innovated how schools assess, address and track student special education needs with the largest network of teletherapy providers and innovative, award winning technology

8M+

sessions delivered

11K+

schools supported

2,000+

clinicians in network

From special education services to accommodation tracking, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) and technology that help meet your district's related service needs and help you track student progress within the classroom and beyond.

Our clinical network brings a complete scope of practice to support schools with services that include:

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Solutions customized to meet student needs— backed by school-based experience and innovative technology



Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



Clinically-led teams, trusted by 11,000+ schools

- Our national network of 2,000+ licensed clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a service delivery team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



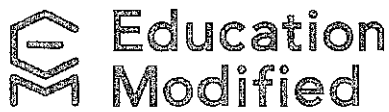
Innovative technology, built specifically for special education

- Kanga, an award-winning, interactive assessment and teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Education Modified, an online platform for special education management, collaboration, and compliance, designed to bring all student plans and supports into one place.
- Delivering data-driven insights, transparency and management tools for administrators to ensure compliance with IDEA
- HIPAA and FERPA compliant technology

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Empower your special education team, expand your reach, and gain the visibility you need to drive success and stay compliant. Seamlessly deliver assessments and therapy when, where, and how you need to—and meet students where they are. Kanga is the award-winning, all-in-one online platform that



Confidently coordinate the efforts of your special education teams and general education teachers, keeping compliance on track. With Education Modified you can view, manage, and document every accommodation and intervention in one up-to-date platform. And you can reduce the administrative burden on your team by giving them an AI-powered tool that can generate student plans in minutes.



Service Order

PRESENTED TO

Jeanie Neal

Director of Special Needs

Ada Public Schools

ISSUE DATE

7/21/2026

BY

Amy Combs

School Partnership Director

amy.combs@presence.com

Service Order # Q-29707



Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Ada Public Schools. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

8/1/2026 - 6/30/2027

ANNUAL EST	
Weekly Dedicated Services	\$104,040.00
Weekly Hours: 34	
Weekly Subtotal: \$2,890	
Weeks of Service: 36	
Dedicated Services Period: 8/14/2026-5/20/2027	
Program Readiness*	\$12,100.00
Program Management**	\$3,200.00
Total Estimated Cost	ANNUAL \$119,340.00

* Program Readiness (formerly Program Implementation) is billed once upon the Service Order Execution Date.

** Program Management (formerly Service Coordination) is billed monthly beginning in the first month in which Services are rendered.



Service Order Details

SERVICE ORDER TERM

8/1/2026 - 6/30/2027

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	\$85.00	34.00	\$2,890.00
Weekly total of Clinical Services		34.00	\$2,890.00
Weeks		36.00	
Estimated Dedicated Services Costs (annual)			\$104,040.00

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Service Order Details

SERVICE ORDER TERM

8/1/2026 - 6/30/2027

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

Clinical Services

Per hour

Speech-language therapy

\$93.50

--- Continued on next page ---

Rate Card

Speech-language therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	\$85.00	\$93.50
Supervision	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50
Bilingual	\$102.00	\$112.50

Occupational therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	\$85.00	\$93.50
Supervision	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50
Bilingual	\$102.00	\$112.50

Behavioral and mental health counseling

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	\$85.00	\$93.50
Bilingual	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50

Assessment Components

	Per Service
SLP Assessments Bundle	
Screening by SLP	\$79.00
Bilingual Screening by SLP	\$133.00
Evaluation Coordination and Results Summary by SLP	\$273.00
Evaluation Coordination and Results Summary by Bilingual SLP	\$309.00
Review of Records by SLP	\$133.00
Additional Assessment by SLP	\$77.00
Articulation Standard Assessment by SLP	\$116.00
Auditory Processing Assessment by SLP	\$128.00
Early Childhood Language Assessment by SLP	\$175.00
Fluency Standard Assessment by SLP	\$160.00
Language Standard Assessment by SLP	\$228.00
Pragmatic Language Standard Assessment by SLP	\$133.00
Phonological Process Analysis by SLP	\$67.00
Phonological Processing Assessment by SLP	\$116.00
Supplemental Language Screener by SLP	\$62.00
Spanish Language Standard Assessment by SLP	\$228.00
Spanish Language Select Subtests by SLP	\$96.00
Spanish Auditory Processing Select Subtests by SLP	\$130.00
Additional Bilingual Assessment by SLP	\$96.00
Spanish Articulation Measures (SAM) by SLP	\$91.00
Spanish Articulation Standard Assessment by SLP	\$106.00
Extended Coordination by SLP	\$67.00
Language Difference vs. Disorder Analysis by SLP	\$101.00
Unplanned Student Absence SLP	\$56.00
Parent Interview by SLP	\$67.00
Teacher Interview by SLP	\$67.00

	Per Service
OT Assessments Bundle	
Screening by OT	\$77.00
Review of Records by OT	\$132.00
Standard School-Related-ADL Assessment by OT	\$103.00
Standard Sensory Processing Assessment by OT	\$79.00
Standard Motor Skills Assessment by OT	\$131.00
Standard Visual Perception Assessment by OT	\$103.00
Standard Preschool Assessment by OT	\$163.00
Additional Assessment Component by OT	\$77.00
Extended Coordination by OT	\$67.00
Informal Fine Motor Assessment by OT	\$84.00
Unplanned Student Absence OT	\$56.00
Parent Interview by OT	\$67.00
Teacher Interview by OT	\$67.00
Student Interview by OT	\$67.00
Results Meeting by OT	\$132.00
Evaluation Coordination and Results Summary by OT	\$170.00
Observation by OT	\$99.00
Goal Writing by OT	\$57.00
Bilingual Results Meeting by OT	\$103.00
Additional Requested Meeting by OT	\$57.00
Additional Requested Paperwork by OT	\$57.00
Bilingual Evaluation Coordination and Results Summary by OT	\$258.00
Schoolwide Support by OT	\$71.00

Student Interview by SLP	\$67.00
Results Meeting by SLP	\$133.00
Bilingual Evaluation: Special Considerations	\$35.00
Rating Scale Assessment by SLP	\$133.00
AAC Evaluation: Special Considerations	\$35.00
AAC: Device analysis	\$67.00
AAC: Device trial	\$35.00
AAC: Feature matching trials	\$35.00
Speech-Language Sample by SLP	\$133.00
Observation by SLP	\$101.00
Schoolwide Support by SLP	\$72.00
Goal Writing by SLP	\$57.00
Additional Bilingual Meeting by SLP	\$57.00
Additional Bilingual Paperwork by SLP	\$57.00
Additional Requested Meetings by SLP	\$57.00
Additional Requested Paperwork by SLP	\$57.00
Bilingual Parent Interview by SLP	\$57.00
Bilingual Results Meeting by SLP	\$113.00
Bilingual Student Interview by SLP	\$57.00

	Per Service
BMH Assessments Bundle	
Additional Assessment by MHP/Ed Diag	\$278.00
Additional Requested Paperwork by MHP/Ed Diag	\$72.00
Extended Coordination by MHP/Ed Diag	\$72.00
Results Meeting by MHP/Ed Diag	\$113.00
Bilingual Results Meeting by MHP	\$108.00
Bilingual Evaluation Coordination and Results Summary by MHP	\$283.00
Goal Writing by MHP	\$57.00
Schoolwide Support by MHP	\$71.00
Screening by MHP/Ed Diag	\$151.00
Review of Records by MHP/Ed Diag	\$247.00
Rating Scale Assessment by MHP/Ed Diag	\$202.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$313.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Functional Behavior Assessment by MHP/Ed Diag	\$366.00

	Per Service
Psychoeducational Assessment Bundle	
Review of Records by MHP/Ed Diag	\$280.00
Cognitive Select Subtests	\$200.00
Processing Select Subtests	\$185.00
Achievement Select Subtests	\$134.00
Rating Scale Assessment by MHP/Ed Diag	\$196.00
Achievement Standard Battery	\$300.00
Long Cognitive Battery	\$340.00
Additional Assessment by MHP/Ed Diag	\$278.00
Processing Standard Battery	\$340.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Short Cognitive Battery	\$200.00
Spanish Select Subtests	\$196.00
Spanish Cognitive Battery	\$361.00
Screening by MHP/Ed Diag	\$172.00
Additional Requested Paperwork by MHP/Ed Diag	\$72.00
Functional Behavior Assessment by MHP/Ed Diag	\$377.00
Intervention Data Analysis by MHP/Ed Diag	\$78.00

Intervention Data Analysis by MHP/Ed Diag	\$62.00
Parent Interview by MHP/Ed Diag	\$62.00
Student Interview by MHP/Ed Diag	\$72.00
Teacher Interview by MHP/Ed Diag	\$72.00
Unplanned Student Absence MHP/Ed Diag	\$81.00
Observation by MHP/Ed Diag	\$141.00

Parent Interview by MHP/ Ed Diag	\$72.00
Student Interview by MHP/Ed Diag	\$72.00
Teacher Interview by MHP/Ed Diag	\$144.00
Unplanned Student Absence MHP/Ed Diag	\$81.00
Extended Coordination by MHP/Ed Diag	\$72.00
Results Meeting by MHP/Ed Diag	\$124.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$330.00
Observation by MHP/Ed Diag	\$167.00
Bilingual Results Meeting by MHP/Ed Diag	\$129.00
Bilingual Parent Interview by MHP/Ed Diag	\$75.00
Bilingual Evaluation Coordination and Results Summary by MHP/Ed Diag	\$340.00
Spanish Achievement Battery	\$361.00
Goal Writing by MHP/ED Diag	\$72.00
Bilingual Review of Records by MHP/Ed Diag	\$546.00
Schoolwide Support by MHP/Ed Diag	\$75.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

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

PRESENCELEARNING, INC:	CUSTOMER:
By: Name: Title: Date:	By: Name: Title: Date:

MASTER SERVICES AGREEMENT

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

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

1. Structure of the Agreement. This MSA shall apply each time Customer engages with Presence for the provision of services and/or products, including, if applicable, the assessments set forth on <https://presence.com/school-and-district-customer-assessments/> and any documentation, records, notes, or reports created in connection with such services (collectively, "Services"). The Services shall be described in one or more schedules (each, a "Schedule"), service orders (each, a "Service Order"), and/or exhibits (each, an "Exhibit"), each of which shall reference this MSA and, with respect to each 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 the date of invoice unless specified otherwise in any applicable Schedule or Service Order. Customer may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The Parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, Customer shall remit the amount owed within ten (10) calendar days. Customer is responsible for all taxes, except for taxes on Presence's income, unless Customer provides a state tax exemption certificate. If Customer does not submit a tax exemption certificate to Presence, Customer will be invoiced for any applicable taxes.

3. Term; Termination; Effects of Termination.

3.1. Term. The term of this MSA commences on the Effective Date and continues until terminated by either party pursuant to Section 3.2 (such period, the "Term"). Each Incorporated Document shall have the term specified therein.

3.2. Termination. This MSA or any Incorporated Document may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Presence upon any failure of Customer to pay when due any Fees (as defined in Section 2); provided, however, that in lieu of terminating the MSA or any Incorporated Document, Presence may, at its sole option, suspend Services, in whole or in part; (c) by either Party with cause upon a non-payment related material breach of the Agreement by the other Party which breach is not cured within fifteen (15) calendar days after the breaching Party receives written notice of the breach from the non-breaching Party; or (d) immediately by Customer upon a payment equal to the product of (x) eight (8) and (y) the Weekly Dedicated Services rate (if Weekly Dedicated Hours are included in the Service Order).

3.3. Effects of Termination. Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Presence that accrued before such termination or

expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications; Device Requirements and Security.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). For purposes of this Agreement, "Authorized Users" means (i) Customer's students who are receiving Clinical Services, (ii) Customer's staff members who support the delivery of Clinical Services (including Primary Support Persons, administrators, and support staff involved in service coordination), and (iii) any additional Customer personnel for whom separate Platform licenses have been purchased as set forth in the Platform License Schedule. Clinical Services includes a limited, non-exclusive, revocable license for Authorized Users to access and use the Platform solely in connection with the delivery of Clinical Services during the applicable Service Order Term. Customer may purchase Platform licenses as set forth in the Platform License Schedule.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see the tech specifications and product recommendations at <https://presence.com/setup/>. Presence will provide technical support on weekdays between 8:00 AM and 8:00 PM (Eastern Time).

4.3. Platform Restrictions.

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

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer nor its authorized users may:

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

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

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

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

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

4.4. Platform Links. The Platform may contain links to other websites ("Linked Sites"), such as for YouTube videos, which may be used during the provision of Clinical Services. Presence does not have control over the content of these Linked Sites, including any links within them or any changes or updates made to the Linked Sites.

4.5 Device Requirements and Security.

4.5.1. Customer Devices. Customer shall ensure that all students receiving Services under this Agreement access the Platform through Customer-provided and Customer-managed devices that meet Presence's security specifications. Customer warrants that it will not permit students to access the Platform or receive Services through personal devices or any devices not directly managed and secured by Customer.

4.5.2. Security Standards. Customer shall maintain appropriate security measures on all devices used to access the Platform, including but not limited to current anti-malware software, regular security updates, appropriate firewall protection, and administrative controls that prevent unauthorized software installation.

4.5.3. Service Suspension. Presence reserves the right to temporarily suspend Services to any specific student or Customer if Presence reasonably determines that a device used to access the Platform poses a security risk to Presence's systems or other users. Presence shall promptly notify Customer of any such suspension and the steps required to remediate the security concern and/or resume Services.

4.5.4. Liability for Non-Compliance. Customer acknowledges that failure to comply with this Section 4.5 may result in disruptions in Presence's services, damage to Presence's systems, or other business impacts. Customer shall reimburse Presence for costs related to service interruptions and remediation resulting from Customer's failure to comply with this Section 4.5.

4.6 Platform Improvements. Customer grants Presence the right to use feedback, operational insights, and anonymized service delivery data to improve the Platform. Presence shall own all such improvements.

5. **Parties' Proprietary Rights; Subprocessors; Privacy Laws.**

5.1. Customer Proprietary Rights. Customer retains all rights, in and to all data, student data, files, reports and information provided by Customer, its Authorized Users, or that is generated from Customer's use of the Services ("Customer Data"), excluding Presence's proprietary algorithms, methodologies, and anonymized data as specified in Section 8. During the Term, Customer grants to Presence, solely in connection with Presence's performance of its obligations hereunder, a limited non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Data that is uploaded to the Platform.

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

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

5.4. FERPA. In connection with the performance of Services, Presence may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that Presence has access to FERPA Records, Presence is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA. Student records disclosed to Presence by Customer and maintained within Platform are by

definition "education records" under FERPA and not "protected health information" under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of "protected health information" in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to Student Health Records. Presence's FERPA policy may be accessed at <https://www.presence.com/about/ferpa/>.

5.5 **Subprocessors and Third-party Service Providers.** Presence will ensure that all agreements with subprocessors and third-party service providers to whom or which Presence may disclose Student Data (as defined by FERPA) in connection with the provision of Services contain provisions that: (i) require compliance with FERPA, HIPAA, and applicable state student privacy laws; (ii) prohibit the use of Student Data for any purpose outside the scope of the contracted services; (iii) prohibit the sale, disclosure, or other use of Student Data for any independent commercial purpose; and (iv) specifically prohibit the use of unanonymized Student Data for the training, development, or improvement of automated, algorithmic, or similar processing systems. A current list of Presence's subprocessors is available in Presence's Trust Center at <https://trust.presence.com/>.

5.6. **HIPAA.** To the extent Presence has access to or receives any protected health information (as defined under HIPAA), Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

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

6. **Advanced Platform Features.**

6.1 **Advanced Platform Features.** The Platform may incorporate automated and algorithmic processing technologies ("Advanced Platform Features") that utilize Student Data, Customer Class Schedules, and related information to facilitate the scheduling of Services, enhance Service delivery and documentation, and support the administrative functions of Presence and its clinicians. Prior to deployment, all Advanced Platform Features that process Student Data undergo a formal internal privacy and security review to assess data handling practices, access controls, and compliance with applicable law, including FERPA, HIPAA, and applicable state student privacy statutes. Presence maintains human oversight across all workflows in which Advanced Platform Features are utilized, and no automated output that affects a student's clinical record, session documentation, or scheduling shall be finalized without review and confirmation by a qualified Presence clinician or authorized personnel. Presence will implement and maintain technical and organizational safeguards to ensure that Student Data processed through Advanced Platform Features receives the same level of protection and confidentiality as data processed through traditional means.

6.2 **Future Platform Features.** Presence is committed to developing new Platform features in a manner that prioritizes student privacy, educational integrity, and regulatory compliance. Where a new feature would materially affect the student experience or involve new categories of Student Data processing, Presence will provide Customer with advance written notice at least thirty (30) days prior to deployment. Customer acknowledges that it is solely responsible for determining whether any such new feature requires additional parental or guardian consent under FERPA, HIPAA, or applicable state law, and for obtaining any such consents before permitting student use of or exposure to the new feature. Presence will make reasonable efforts to provide Customer with relevant feature documentation.

7. **Session Recordings.** A student session may be recorded (each, a "Session Recording") in order to enable (i) clinicians to review interactions with students after sessions have ended and (ii) Presence to assess and improve the Platform and Presence's services. Customer is solely responsible for obtaining the necessary consents from the parents and/or guardians of the students for the Session Recordings. Customer retains ownership of all Session Recordings. Presence may use Session Recordings for clinical review and to assess and improve the Platform and Presence services, including internal training, and for no other purpose. Presence will maintain the confidentiality of

the Session Recordings. Unless directed otherwise by Customer, Presence shall periodically destroy the Session Recordings and any underlying data.

8. Anonymous Data. Customer acknowledges and agrees that Presence is permitted to compile and use statistical or otherwise de-identified, non-personally identifiable information obtained by Presence during the provision of Services and use or transfer such information for any proper business purposes; provided, however, that such data has been fully de-identified and cannot reasonably be linked to an identifiable individual, taking into account applicable legal standards. Presence may use such de-identified information solely for the following purposes: (a) internal analytics and service improvement; (b) research and development of Presence's educational services, applications, and features; (c) to demonstrate the effectiveness of the Services; (d) to optimize therapy delivery methodologies; (e) for aggregate statistical analysis and reporting; (f) to help develop and improve its automated and algorithmic processing systems used to deliver the Services; and (g) use aggregated information publicly to show trends about the general use and performance of the Services.

9. Transcription Services. Presence may transcribe therapy sessions to support automated notetaking, clinical documentation assistance, and the generation of SOAP notes ("Transcription Services"). Session audio and related session data may be processed through automated systems to produce the resulting transcriptions ("Transcriptions"). Customer retains ownership of all Student Data contained within the Transcriptions. Presence warrants that the Transcriptions will be reasonably accurate but acknowledges that errors may occur due to the nature of automated processing, and Presence will not be liable for any damages arising from such errors unless they result from Presence's gross negligence or willful misconduct. Presence will not use the Transcriptions or the underlying session data for any purpose other than providing the Services and will maintain the confidentiality of the Transcriptions in accordance with this Agreement. Customer is solely responsible for obtaining all necessary consents from parents and/or guardians of students prior to enabling the Transcription Services. Unless otherwise directed by Customer, Presence shall periodically destroy the underlying recordings and Transcriptions in accordance with its data retention practices.

10. Confidentiality.

10.1. 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."

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 without restriction on disclosure; 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 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 9.3 by any of such Parties' Representatives.

11. Clinician Conversion; Conversion Fee.

11.1. Clinician Conversion. During the Term of this Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence clinician except in accordance with the terms set forth in this Section 11.

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

12. Indemnification.

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

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

12.3. Conditions of Indemnification. The obligations set forth in Sections 12.1 and 12.2 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.

13. Limitation of Liability.

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

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

14. Disclaimer of Warranties. Except as otherwise set forth herein, the Services and Platform are provided "as is" without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer's requirements

or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Presence disclaims all liability for any actions resulting from Customer's use of the Platform. Customer understands that Customer's use and access to the Platform is at Customer's own discretion and risk. If Customer Authorized Users upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, or deletion of the materials.

15. Representations and Warranties.

15.1. Customer. Customer represents and warrants that Customer: (a) has the full right, power, and authority to enter into this Agreement; (b) has assessed the Platform's necessary specifications and functionality and found it suitable for Customer's needs; (c) shall be fully responsible for providing, maintaining, and ensuring the security of all devices used by students to access the Platform and receive Services, and shall ensure that all such devices comply with Presence's security requirements and specifications.

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

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. Customer agrees, and will ensure its Authorized Users comply, to not share or make available the Platform or Presence Intellectual Property to a competitor of Presence.

16.3. Survival. Sections 2, 4 – 7, 10 – 14, and 16 will survive expiration or termination of this Agreement.

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

16.5. 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.

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

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

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 Presence send to: PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presence.com. To Customer: Notices will be sent to the physical or email address provided to Presence, 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 by the Parties.

16.12. 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.

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 Customer 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.

PRESENCELEARNING, INC:	CUSTOMER:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MATERIALS PURCHASE SCHEDULE

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

1. WISC-V and WAIS-IV Kits.

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

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

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

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

3. Delivery and Delivery Address; FOB; Delivery Dates.

3.1 Delivery and Delivery Address. Presence will ship Materials to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Materials. If Customer provides an incorrect address, then Customer will purchase replacement Materials that will be delivered to the correct address. If Materials are misdelivered due to Presence's error, Presence will promptly ship the replacement Materials to the correct address at no cost to Customer.

3.2 FOB. Presence shall ship and deliver the Materials FOB destination, and the title to and risk of loss of the Materials will pass to Customer upon delivery. Materials are deemed received and accepted upon delivery to the address provided by Customer.

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

4. **Fees; Payment.** Customer agrees to pay for the Materials 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.

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

6. **Delay or Failure to Perform.** Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control.

CLINICAL SERVICES SCHEDULE

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

1. Clinical Services. This Clinical Services Schedule lists the services Customer may purchase, referenced by discipline type, which services may be purchased on an annual, weekly dedicated, or hourly basis (other fees may apply), and include direct clinical therapy, indirect clinical services, collaboration of IEP development, and attendance to meetings via the Platform (collectively, "Clinical Services").

2. Platform Access and Use. The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Customer's Authorized Users and Presence's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Service Order Term, Presence grants Customer and its Authorized Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

3. Fees and Payment Terms. Customer shall pay all Fees as specified in the applicable Service Order. Fees for Clinical Services include the use of Platform for Authorized Users.

3.1. Annual Flat Fee. The Service Order may provide for the payment of all, or a portion of, the Fees set forth in the applicable Service Order upon execution of the Agreement, if so, all such Fees shall be non-refundable.

3.2. Weekly Dedicated Hours.

3.2.1. Dedicated Services Period; Available Clinicians. The Service Order may provide for a specified number of hours per week (collectively, "Weekly Dedicated Hours") of dedicated Clinical Services (collectively, "Weekly Dedicated Services") for a specified number of weeks (the "Dedicated Services Period"). During the Dedicated Services Period, Customer will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within the Customer's state (each, an "Available Clinician"). Customer may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.

3.2.2. Additional Verifications and Credentialing. If Customer requires an Available Clinician to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications) in addition to the background checks described in Section 4.1 below, (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer's sole cost and expense.

3.2.3. Initial Non-Psychoeducational Assessments. Weekly Dedicated Services shall include initial Non-Psychoeducational Assessments (as defined in Section 3.5) for the applicable Weekly Dedicated Services and all such initial Non-Psychoeducational Assessments shall be conducted within the Weekly Dedicated Hours.

3.2.4. Speech-Language Pathology Therapy Specializations. Speech-language pathology Weekly Dedicated Services shall include Services for students requiring Augmentative Alternative Communication (AAC), American Sign Language (ASL), Deaf and Hard of Hearing (DHH), and Visually Impaired (VI) assistance.

3.2.5. Additional Services. Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced at the applicable rates set forth in the Service Order.

3.3. Flexible Hours.

3.3.1. Flexible Hourly Services. The Service Order may provide for flexible hourly services ("Flexible Hourly Services") for a particular Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

3.3.2. Additional Verifications and Credentialing. If Customer requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer's sole cost and expense.

3.3.3. Clinician Availability. Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

3.3.4. Unplanned Student Absences. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be invoiced at the applicable rate set forth in the Service Order.

3.4. Assessments. If applicable, the Service Order may specify that Presence will provide assessments (e.g., Non-Psychoeducational Assessments and Psychoeducational Assessments (as defined in Section 3.6)). The applicable rates for assessments will be set forth in the Service Order. Certain assessments may be administered through or scored using specialized third-party assessment platforms ("Assessment Platforms"). Where an Assessment Platform is utilized, Customer acknowledges that Student Data relevant to the applicable assessment may be submitted to and processed within that platform, and that such data will be subject to that platform's terms of service and privacy policy.

3.5. Non-Psychoeducational Assessment Commitment. The Service Order may specify a commitment (the "Non-Psychoeducational Assessment Commitment") for (i) behavioral and mental health assessments (each, a "BMH Assessment" and, collectively, "BMH Assessments"), (ii) occupational therapy assessments (each, an "OT Assessment" and, collectively, "OT Assessments"), and/or (iii) speech-language pathology assessments (each, an "SLP Assessment" and, collectively, "SLP Assessments", and together with the BMH Assessments and the OT Assessments, the "Non-Psychoeducational Assessments") for the Service Order Term (the "Non-Psychoeducational Assessment Commitment"). Screenings, review of records, and evaluations may count towards the Non-Psychoeducational Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Non-Psychoeducational Assessment Commitment against the actual amounts invoiced for Non-Psychoeducational Assessments conducted during the Service Order Term, and Customer will be invoiced for any shortfall between the Non-Psychoeducational Assessment Commitment and such actual amounts. Following Customer's satisfaction of the Non-Psychoeducational Assessment Commitment, additional Non-Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

3.6. Psychoeducational Assessment Commitment. The Service Order may specify a commitment (the "Psychoeducational Assessment Commitment") for psychoeducational assessments (each, a "Psychoeducational Assessment" and, collectively, "Psychoeducational Assessments") for the Service Order Term (the "Psychoeducational Assessment Commitment"). The Psychoeducational Assessment Commitment shall be due and payable in full at the beginning of the Service Order Term and shall be non-refundable. Following Customer's satisfaction of the Psychoeducational Assessment Commitment, additional Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service

Order.

3.7. Program Readiness. At the beginning of the Service Order Term, Presence will invoice Customer for technology onboarding, Clinician onboarding, training onsite support, developing procedures, and gathering data to create service handbooks. Customer will be invoiced for Program Readiness for each additional clinical discipline of Services purchased during the Service Order Term. Program Readiness is non-refundable.

3.8. Program Management. Beginning in the first month in which Services are provided, each monthly invoice will include Program Management for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians. Program Management is non-refundable.

3.9. Smart Start Onsite Implementation Services. The Service Order may provide for Smart Start Implementation Services, which shall be performed as described in the Smart Start Onsite Implementation Schedule which is incorporated and made part of this Clinical Services Schedule.

3.10. Additional Services. The Service Order may provide for additional services the applicable fees for which shall be set forth in the Service Order.

4. Background Checks; Primary Support Person; Supporting Documentation; District Equipment.

4.1. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks on all its Clinicians. Clinicians providing Clinical Services in the State of California will undergo an additional California Department of Justice fingerprint background check and Clinicians providing Clinical Services in the State of Texas will obtain an additional Texas Department of Public Safety background clearance. Any additional background checks or clearances will be conducted at Customer's sole expense.

4.2. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered, which shall provide student support and assistance, technological support, assist with sessions as directed by the Clinician, and ensure communication and coordination among the Clinician, teachers, and students with respect to scheduling of Services, absences, and related matters.

4.3. Supporting Documentation. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.

4.4. District Equipment. Customer is solely responsible in providing Customer's students with the necessary internet and equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets, needed to receive Clinical Services.

PLATFORM LICENSE SCHEDULE

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

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

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

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

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

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

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

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

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

2. License.

2.1 License Grant. During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the "License"). Each License purchased by Customer permits use of the Services by one (1) individual Authorized User only (e.g., via unique login credentials). Customer shall not permit any login credential to be shared, transferred, or used by more than one individual, whether concurrently or on a rotating basis. Each Authorized User must maintain separate login credentials, and Customer is responsible for all use of the Services under its accounts. Customer may reassign login credentials to a new Authorized User.

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

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

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

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

4. Service Options:

Subscription Option	Description
Kanga Elite for Speech and Language Pathologists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments related to speech language pathology
Kanga Elite of Occupational Therapists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments related to occupational therapy
Kanga Elite for School Psychologists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments, including speech, cognitive ability, processing, and academic achievement assessments
Kanga Elite for Special Educators	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to academic achievement assessments
Kanga for Therapy	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage

Customer may designate alternate Authorized Users for any Kanga service option and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

EXHIBIT A: SMART START SERVICES

1. **Space & Equipment Setup.** Evaluate, set-up, and test equipment for teletherapy and stage therapy space
 - Review equipment needs such as headsets, document cameras, and webcams
 - Run tech checks on computers to ensure compatibility with the Presence platform
 - Provide suggestions on the room setup for optimal service delivery
2. **PSP Onboarding.** Train Primary Support Person ("PSP") on core responsibilities
 - Walk through of the PSP Guide and logging in to the Presence platform
 - Share best practices on communicating with the Clinician
 - Provide resources for how to get help and troubleshoot
3. **Admin Orientation to Presence Platform.** Administrators will get details on accessing student information uploaded to the platform, documentation, and how to upload organization handbooks.
 - Orientation to administrator features on the Presence platform, highlighting specific areas of interest:
 - Tracking student attendance
 - Clinician contact info, room link, and schedule
 - Accessing the organization handbook
 - Student details and notes
4. **Optional Add-on Services:**
 - Meet & Greet / Informational Sessions. Hold an open house/informational session for parents and teachers
 - Overview of Presence and Teletherapy
 - Provide a demo of the Presence platform, including the therapy room
 - Virtual introductions to the Clinicians providing service via the Presence Platform

SMART START ONSITE IMPLEMENTATION SCHEDULE

This Smart Start Onsite Implementation Services Schedule ("Smart Start Schedule") is incorporated and made part of (i) the Master Services Agreement ("MSA") between Presence and Customer and (ii) the Clinical Services Schedule, which is incorporated into the MSA (the "Clinical Services Schedule"). Capitalized terms not defined in this Smart Start Schedule shall have the meaning set forth in the MSA or the Clinical Services Schedule, as applicable. In the event of a conflict between this Smart Start Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. Smart Start Services. Prior to the commencement of Clinical Services, Presence will conduct an initial on-premise assessment of Customer's facilities to ensure that (i) the physical space intended to be utilized for teletherapy services is optimally configured (e.g., camera placement, desk placement, removal of distracting elements, etc.) for the delivery of teletherapy services and (ii), if applicable, the Customer's employee(s) who will provide Primary Support Services is trained and prepared to provide such services, and (iii), if applicable, Presence has provided Customer's personnel with an orientation of the administrative functionality of the Platform (collectively, the "Smart Start Services").

2. Performance of Smart Start Services. The Smart Start Services shall include the services described on Exhibit A. All Smart Start Services will be performed by Presence staff who have received the training necessary to provide the Smart Start Services (each a "Presence Smart Start Specialist", and, collectively, the "Presence Smart Start Specialists"). Customer acknowledges and agrees that the Presence Smart Start Specialists are not licensed electricians or carpenters and, as such, the Smart Start Services will not include either the installation, maintenance, or repair of electrical power, communications, lighting, and control systems or the construction or repair of any furniture or fixtures located on or within Customer's premises.

3. Smart Start Fees. The Service Order shall specify the number of days necessary to complete the Smart Start Services. The Fees for the Smart Start Services shall be specified in the Service Order and shall be due and payable in full at the beginning of the Service Order Term and shall be nonrefundable.

4. Add-on Services.

4.1 Add-on Services Fees. The Service Order may provide for Optional Add-on Services, as described on Exhibit A, and the applicable Fees for any such Optional Add-on Services will be set forth in the Service Order. If Customer requires any additional or follow-up services, the Fees for any such additional or follow-up services shall be agreed upon by the Parties prior to the provision of any such services.

4.2 Training Content. Any training content provided by Presence in any format (the "Training Content") is the property of Presence. Customer acknowledges that it does not gain any ownership interest in the Training Content by using the Training Content. Presence may, in its sole discretion, provide Customer with copies of certain Training Content for Customer's internal use. In the event that any Training Services cannot be provided onsite for any reason, Presence reserves the right to provide such services in a remote, virtual environment. For virtual Training Services, Customer shall be responsible for ensuring participants have access to appropriate technology and internet connectivity.

5. Presence Smart Start Specialists Verifications and Credentialing. If Customer requires that Presence Smart Start Specialists obtain any school-specific trainings or verifications (such as district fingerprinting), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications to Presence in a timely manner, and (ii) any additional fees and expenses attributable to obtaining any requested additional verifications and trainings for Presence Smart Start Specialists shall be at Customer's sole cost and expense.

6. Technical Resources; Facility Access and Resources. During the scheduled appointment times, Customer agrees to provide Presence Smart Start Specialists with access to the Customer's facility, including necessary building access credentials, access to the designated room where therapy sessions will be conducted,

WIFI passwords, and computer access. Customer shall ensure that all necessary equipment and technical resources are available and in working order prior to the date of any scheduled Smart Start Services or Optional Add-on Services.

7. Primary Supervision of Presence Smart Start Specialists. Presence shall be responsible for the primary supervision of Presence Smart Start Specialists. Prior to the commencement of Smart Start Services, Presence shall provide Customer with the contact information for the Presence employee who will act as the primary supervisor for Presence Smart Start Specialists ("Primary Smart Start Supervisor"). The Primary Smart Start Supervisor will be Customer's primary contact with respect to the Smart Start Services and will oversee personnel performance, provide guidance, and address any concerns related to service delivery.

8. School-Based Guidance. While Presence maintains primary supervisory responsibility for the Presence Smart Start Specialists, Customer's staff may provide additional guidance to Presence Smart Start Specialists as needed. If Customer identifies any issues or concerns regarding the performance or conduct of any Presence Smart Start Specialist, Customer should contact the Primary Smart Start Supervisor immediately.

9. No Co-Employment. The Presence Smart Start Specialists shall be employed or contracted by Presence. Notwithstanding Section 8 above, at no time shall Customer be a co-employer or co-contracting party of any Presence Smart Start Specialist. Customer shall not have any (i) obligation to compensate any Presence Smart Start Specialist or (ii) authority in the selection, hiring, compensation, benefits, supervision, discipline, and/or discharge of any Presence Smart Start Specialist.

10. Confidentiality. Each Presence Smart Start Specialist shall sign a confidentiality agreement as part of their onboarding process, agreeing to maintain the privacy and security of all student information encountered during the provision of Smart Start Services. The provision of Smart Start Services should not require that any Smart Start Specialist have access to any Student Data; however, if any Presence Smart Start Specialist accesses or has access to Student Data, such Presence Smart Start Specialist shall adhere to all applicable privacy laws and regulations, including but not limited to the FERPA and HIPAA, when handling student information.