



**VALLEY FORGE**  
**PUBLIC SERVICE ACADEMY**  
**CHARTER SCHOOL**

**EXHIBIT 5 – Related Services**

## Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Valley Forge Charter School to implement comprehensive teletherapy programs that support students across the district. As the leading provider of online special education-related services since 2009, Presence has pioneered teletherapy solutions with schools across the country.

**7M+**

sessions delivered

**10K+**

schools supported

**2,000+**

clinicians in network

### From special education services to mental health counseling, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) that help meet your district's speech-language, occupational, psychoeducational and mental health service needs.

#### **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 10,000+ schools**

- Our national network of 2,000+ licensed speech-language pathologists, occupational therapists, school psychologists, and mental health clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a dedicated clinical support team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems

### **Innovative technology, built specifically for students**

- An award-winning, interactive teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more\*
- Track student attendance to therapy sessions, documentation and progress to ensure compliance with IDEA
- HIPAA and FERPA compliant teletherapy platform technology

\*All product names and registered trademarks are the property of their respective owners.

**kanga**  
by Presence

Give your district team tools to conduct their own therapy sessions with Kanga. Built-in tools reduce the time and stress of scheduling, caseload management, data organization, and session planning. Students and clinicians can engage in a collaborative, virtual space with access to thousands of curated articles, games, and digital assessments.



# Service Order

PRESENTED TO  
**Stephen Flavell**  
Principal  
Valley Forge Charter School

ISSUE DATE  
**10/9/2025**

BY  
**Aaron Brace**  
School Partnership Director  
aaron.brace@presence.com



## 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 Valley Forge Charter School. 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

1/5/2026 - 6/30/2026

	ANNUAL EST
<b>Weekly Dedicated Services</b>	<b>\$15,840.00</b>
Weekly Hours: 10	
Weekly Subtotal: \$880	
Weeks of Service: 18	
Dedicated Services Period: 1/5/2026-6/9/2026	
<b>Estimated Total Program Implementation Fee*</b>	<b>\$1,200.00</b>
<b>Estimated Annual Clinical Services Coordination Fee**</b>	<b>\$475.20</b>
<b>Total Estimated Cost</b>	<b>ANNUAL \$17,515.20</b>

\* Implementation Fee is one-time fee, billed upon the Service Order Execution Date

\*\* Service Coordination Fee is billed monthly beginning in the first month in which Services are rendered.



## Service Order Details

SERVICE ORDER TERM

1/5/2026 - 6/30/2026

### Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	\$88.00	10.00	\$880.00
Weekly total of Clinical Services		10.00	\$880.00
Weeks			18.00
<b>Estimated Dedicated Services Costs (annual)</b>			<b>\$15,840.00</b>

--- Continued on next page ---



## Service Order Details

SERVICE ORDER TERM

1/5/2026 - 6/30/2026

### 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	\$97.00

--- Continued on next page ---

DRAFT

# Rate Card

## Speech-language therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	\$88.00	\$97.00
Supervision	\$106.00	\$117.00
Short-term Leave	\$114.00	\$125.50
Bilingual	\$106.00	\$117.00

## Occupational therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	\$86.00	\$95.00
Supervision	\$103.00	\$113.50
Short-term Leave	\$112.00	\$123.50
Bilingual	\$103.00	\$113.50

## Behavioral and mental health counseling

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	\$86.00	\$95.00
Bilingual	\$103.00	\$113.50
Short-term Leave	\$112.00	\$123.50

# Assessment Components

	<b>Per Service</b>
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	\$54.00
Parent Interview by SLP	\$67.00
Teacher Interview by SLP	\$67.00
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
Bilingual Student Interview by SLP	\$57.00
Additional Bilingual Meeting by SLP	\$57.00

	<b>Per Service</b>
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	\$54.00
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
Schoolwide Support by OT	\$71.00
Goal Writing by OT	\$57.00
Bilingual Evaluation Coordination and Results Summary by OT	\$258.00
Bilingual Results Meeting by OT	\$103.00
Additional Requested Meeting by OT	\$57.00
Additional Requested Paperwork by OT	\$57.00

Schoolwide Support by SLP	\$72.00
Goal Writing 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

	<b>Per Service</b>
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	\$124.00
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	\$402.00
Intervention Data Analysis by MHP/Ed Diag	\$72.00
Parent Interview by MHP/Ed Diag	\$72.00
Student Interview by MHP/Ed Diag	\$72.00
Teacher Interview by MHP/Ed Diag	\$72.00
Unplanned Student Absence MHP/Ed Diag	\$79.00
Observation by MHP/Ed Diag	\$141.00

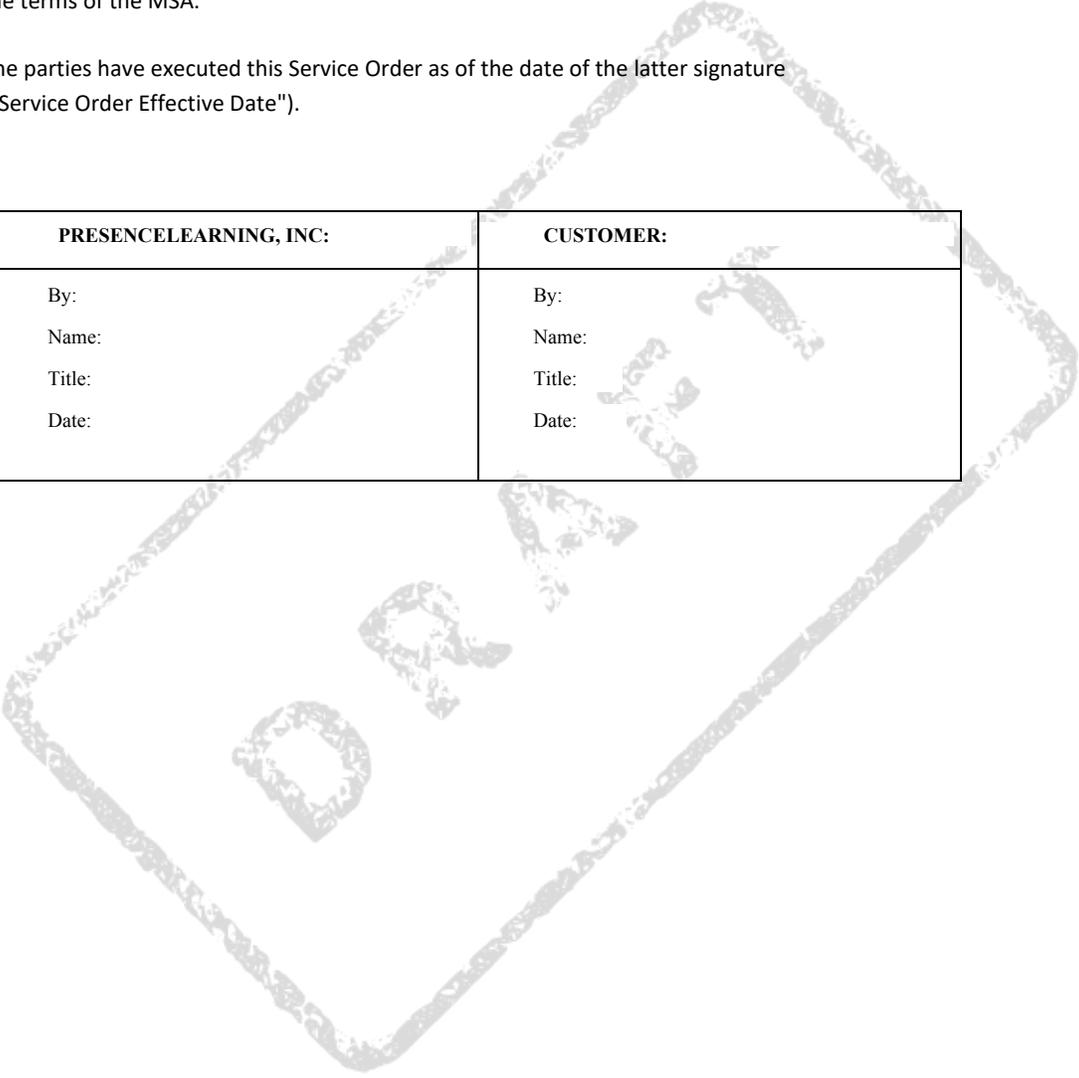
	<b>Per Service</b>
PA Bundle	
Review of Records by MHP/Ed Diag	\$280.00
Cognitive Select Subtests	\$200.00
Processing Select Subtests	\$185.00
Achievement Select Subtests	\$134.00
Rating Scale Assessment by MHP/Ed Diag	\$196.00
Achievement Standard Battery	\$300.00
Long Cognitive Battery	\$340.00
Additional 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
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	\$79.00
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").

<b>PRESENCELEARNING, INC:</b>	<b>CUSTOMER:</b>
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/> (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 Hours (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 include 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 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 exclusively 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. Upon request, Customer shall provide Presence with documentation verifying compliance with these security requirements.

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 service delivery data to improve the Platform. Presence shall own all such improvements.

## **5. Parties' Proprietary Rights; FERPA; HIPAA; State 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' proprietary algorithms, methodologies, and anonymized data as specified in Section 7. 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 Third-party Service Providers and FERPA. When Presence engages third-party service provider, Presence will ensure that all agreements with third-party service providers, including, but not limited to, AI Data Processing Services (as defined in Section 6.4), that may process Student Data (as defined in Section 6.4) contain provisions that (i) requires FERPA compliance; (ii) prohibits the use of Student Data for any purpose outside the scope of the contracted services; and (iii) specifically prohibit the use of Student Data for training, developing, or improving artificial intelligence models or systems.

5.6. HIPAA. In connection with the performance of Services, Presence may have access to certain "protected health information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

5.7. State Privacy Laws. Presence is, and at all times has been, 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. AI Features; Session Recordings.**

6.1 AI Features. Customer acknowledges and agrees that the Platform may incorporate artificial intelligence and machine learning technologies to enhance the Service, documentation, and Presence's and the clinicians' administrative functions ("AI Features"). Additionally, Presence will implement technical and organizational safeguards to ensure that any Student Data processed through AI Features maintain the same level of protection and confidentiality as records processed through traditional means.

6.2 AI Transcription. Presence may use AI Features in connection with the transcription of therapy sessions for automated notetaking, clinical documentation assistance, and the generation of SOAP notes ("AI Transcription Services"). Customer retains ownership of all Student Data contained within the resulting transcriptions ("Transcriptions"). Presence warrants that the Transcriptions will be reasonably accurate but acknowledges that errors may occur. Presence will not be liable for any damages arising from errors in the Transcriptions, unless such errors are a result of gross negligence or willful misconduct on the part of Presence. Presence will not use the Transcriptions for any purpose other than providing the Services and will maintain the confidentiality of the Transcriptions. Customer is solely responsible for obtaining the necessary consents from the parents and/or guardians of the students necessary for the AI Transcription Services. Unless directed otherwise by Customer, Presence shall periodically destroy the underlying recordings and Transcriptions.

6.3 Calendar and Schedule Integration. Presence may use Customer class schedules, student names, student school identification number, and service needs information with AI Features to facilitate the scheduling of Services.

6.4 Subprocessors. Presence may disclose student referral data (e.g., student name, date of birth, gender, student class schedules, service needs, and other relevant details, etc.) (collectively, "Student Data") to subprocessors for the purpose of organizing and structuring such data for Presence's use in connection with the provision of Services ("AI Data Processing Services"). Any AI Data Processing Services shall not interact with or impact the student-facing experience.

6.5 Other AI Functionality. Any future AI functionality that affects the student experience or processes Student Data will be developed with privacy, educational, and regulatory considerations, and will be communicated to Customer at least thirty (30) days in advance. In such cases, Customer shall be responsible for obtaining any additional required consents from parents or guardians as required under applicable law. It is understood by the parties, that the AI Features are not designed to replace clinical judgement, and Presence maintains appropriate human oversight on all AI-generated content.

6.6 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.

7. **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 does not contain any personally identifiable information. Presence may use such de-identified information 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 train its artificial intelligence models; and (g) use aggregated information publicly to show trends about the general use and performance of the Services.

## 8. Confidentiality.

8.1. 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."

8.2. 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.

8.3. 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 8.3 by any of such Parties' Representatives.

8.4 Third-Party Service Disclosure. Customer acknowledges that Presence may utilize third-party service providers (such as AWS and Google) for (such as cloud hosting providers, data storage solutions, identity and access management (i.e., SSO, ClassLink), and other similar services) in the performance of its obligations under this MSA. Such third parties may have their own artificial intelligence systems capabilities that could potentially interact with Customer Data, including Student Data.

#### **9. Clinician Conversion; Conversion Fee.**

9.1 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 9.

9.2 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.

#### **10. Indemnification.**

10.1 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.

10.2 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.

10.3 Conditions of Indemnification. The obligations set forth in Sections 10.1 and 10.2 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.

#### **11. Limitation of Liability.**

11.1 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.

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

**12. 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.

**13. Representations and Warranties.**

13.1. 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.

13.2. 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.

**14. Miscellaneous.**

14.1. 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.

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

14.3. Survival. Sections 2, 4 – 7, 9 – 11, and 13 will survive expiration or termination of this Agreement.

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

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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.

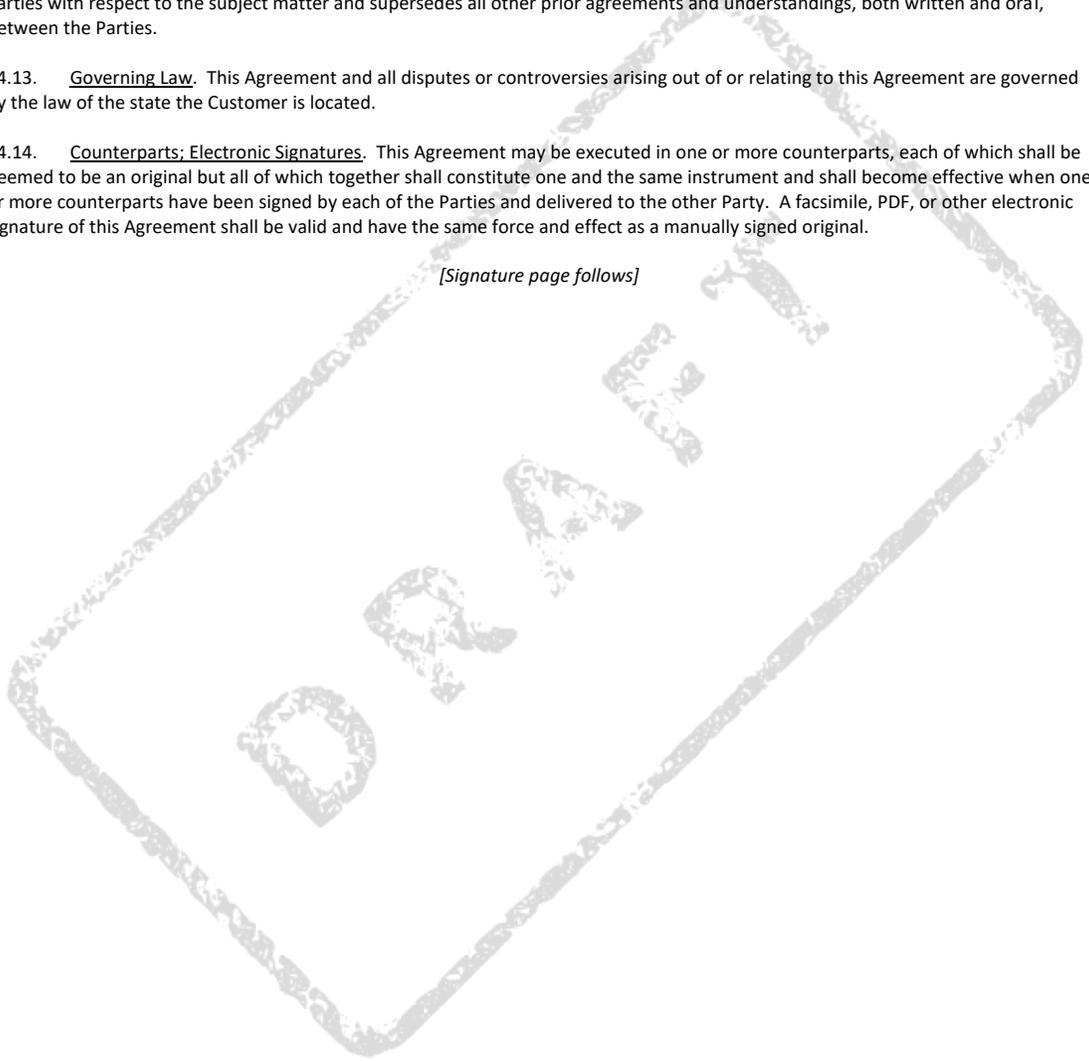
14.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the 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.

14.12. 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.

14.13. 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.

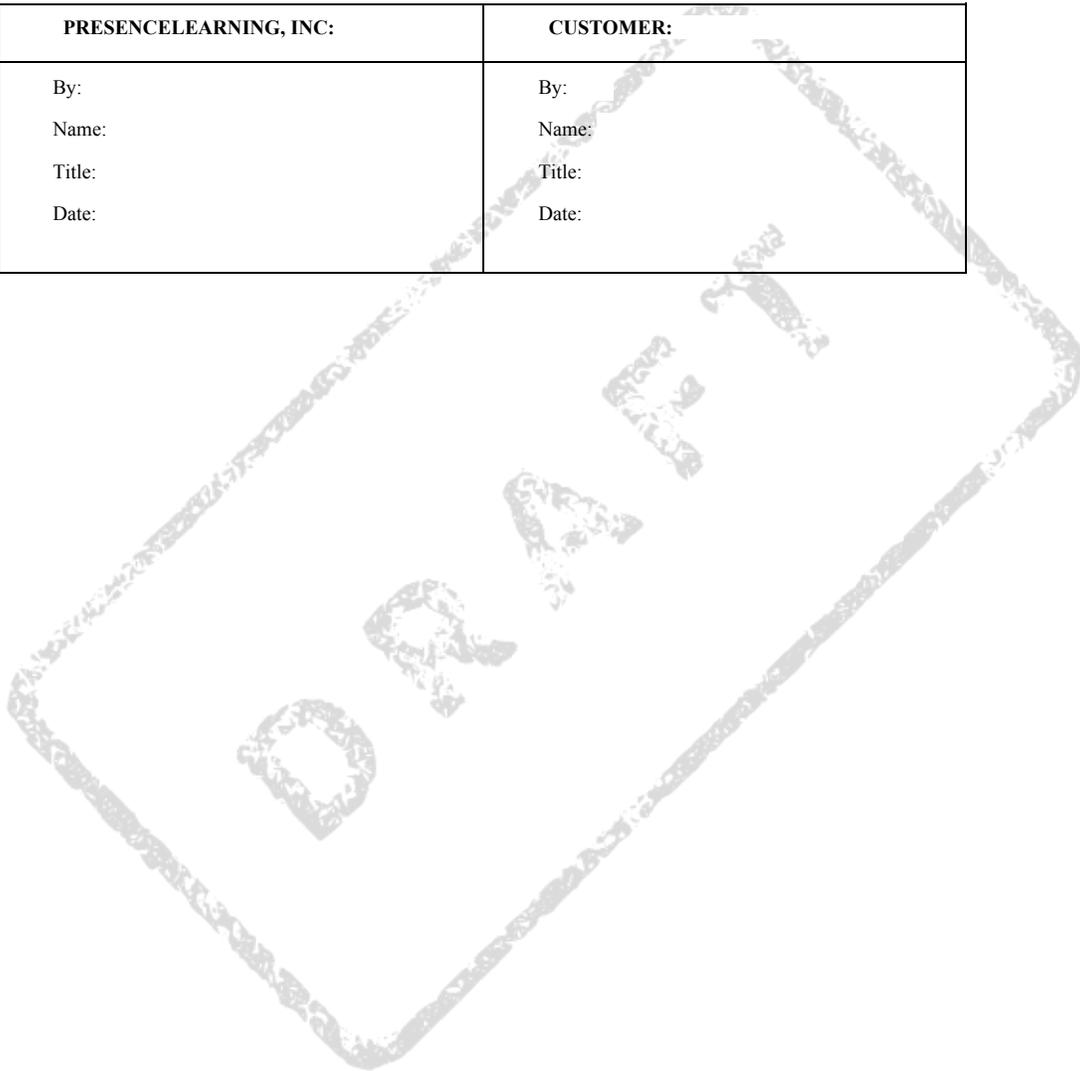
14.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each 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.

*[Signature page follows]*



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

<b>PRESENCELEARNING, INC:</b>	<b>CUSTOMER:</b>
By: Name: Title: Date:	By: Name: Title: 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; Receipt and Acceptance.

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 replacement the 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 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 on a per component basis 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 3.6.1)). The applicable rates for assessments will be set forth in the Service Order.

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 (such fee, the "Non-Psychoeducational Assessment Commitment Fee"). 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 Fee with the actual fees billed for the Non-Psychoeducational Assessments, and Customer will be invoiced for the difference between the Non-Psychoeducational Assessment Commitment Fee and the actual assessment fees billed. After the Customer has met the Non-Psychoeducational Assessment Commitment Fee, additional Non-Educational 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.

3.6.1. 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 (such fee, the "Psychoeducational Assessment Commitment Fee").

3.6.2. Payment of Psychoeducational Commitment Fee. An initial payment of \$25,000.00 of the Psychoeducational Assessment Commitment Fee shall be due and payable in full at the beginning of the Service Order Term and shall be nonrefundable (the "Initial Psychoeducational Commitment Payment"). After the total fees incurred for Psychoeducational Assessments exceed the Initial Psychoeducational Commitment Payment, Customer will be invoiced for any additional Psychoeducational Assessments at the applicable rates specified in the Service Order. At the end of the Service Order Term or upon early termination of the Psychoeducational Assessment Commitment, Presence will reconcile the Psychoeducational Assessment Commitment Fee with actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference, if any, between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

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

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

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.

DRAFT

## 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").

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:**

Service Option	Description
Kanga - Starter	<ul style="list-style-type: none"> <li>• Limited monthly access to Therapy Room, activities, and games.</li> <li>• Organizational and documentation tools and features.</li> <li>• Administrator Dashboard that enables one administrator to track usage of the account.</li> </ul>
Kanga - Premier	<ul style="list-style-type: none"> <li>• Unlimited access to Therapy Room, activities, and games.</li> <li>• Organizational and documentation tools and features.</li> <li>• Administrator Dashboard that enables one administrator to track usage of the account.</li> </ul>
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	<p>Access to Therapy Room and unlimited access to academic achievement assessments.</p> <p>Administrator Dashboard that enables one administrator to track usage of the account.</p>

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.



A modern therapy and assessment solution for children with diverse needs.

Kanga, Presence’s online therapy platform, was made specifically for clinicians who serve preK-12 students. Clinicians can keep students engaged in on-site or remote sessions, document session data, track progress, plan and organize, and manage their caseload all within one platform.

### Capabilities

#### Empower clinicians with access to digital resources

Clinicians can spend less time manually creating content, relying on physical materials, or toggling between multiple systems, and more time focused on helping their students achieve their goals. Kanga’s easy-to-use interface lets clinicians prepare, deliver, document, and manage their therapy services from anywhere.

#### Engage students in new interactive ways

The Kanga platform offers access to over 3,000 unique therapy materials and activities that can be customized to each student’s needs. With ready-made interactive games and widgets, engaging animations, a collaborative whiteboard, and an in-platform word-processing tool, students of all ages can learn and grow using Kanga.

#### Fulfill commitments with total transparency

Give administrators the transparency they need to stay on top of timelines and deliver on district-wide commitments with documentation and goal management embedded in the platform.

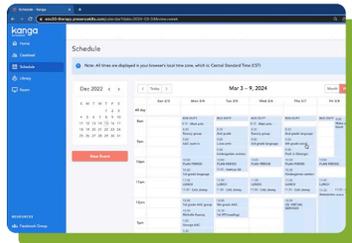
### Modern therapy tools made easy

**6+ million**  
sessions delivered since 2009

**~10,000**  
schools supported

**68 assessments**  
across 5 major publishers

**~200,000**  
students served





MENTAL HEALTH COUNSELING &  
BEHAVIORAL INTERVENTION SUPPORTS

# Providing quality mental health care doesn't have to be mentally taxing

When K-12 students struggle with mental health challenges, it's revealed in a variety of behaviors at school: falling grades, trouble concentrating, absenteeism, feeling overly fatigued, dealing with physical pains, acting out, complete withdrawal, or problems building friendships.

The responsibility to help weighs heavily on the hearts and minds of school teams. But, implementing a school- or district-wide program to meet every students' mental health and behavioral needs can feel overwhelming. Let Presence create the plan with you.



## Get the help you and your students need and witness real change

Presence provides mental health counseling services, behavioral intervention supports, expert diagnostic and assessment tools, and quality, curated resources to serve all students. We pair you with the experienced, certified professionals you need from our network of licensed clinicians to start a mental health program or accelerate progress you've already made.



Learn more about Presence mental health services, supports, and solutions.  
Visit [presence.com/mental-health](https://presence.com/mental-health)



# Expand your occupational therapy capacity

Give your on-site team relief and meet the growing needs of your students.

Presence has been providing online occupational therapy services to students throughout the nation on our HIPAA and FERPA compliant platform since 2009. Our licensed occupational therapists (OTs) have master's degrees or above, have active NBCOT certifications, and are supported by a team of clinical experts with deep teletherapy and pediatric experience. A growing body of research supports the efficacy of online OT, and this mode of service delivery is recognized by the AOTA.

## Online Occupational Therapy services can help you:

- Expand clinical capacity via access to a large network of credentialed OTs
- Improve staff schedules and efficiency
- Save time and budget—no more recruiting
- Consult with on-site staff to improve sensory processing or regulation in classroom
- Gain insight via online progress monitoring of IEP/504 goals
- Minimize on-site grouping size in order to provide more individual or customized sessions

## Online occupational therapists (OTs) perform the same function as onsite therapists.

All services are directed by each student's IEP or 504 plan and are delivered in one-on-one, small-group, or classroom settings.



The majority of our school-based OT offerings focus on skills that fall into four categories—all of which can be successfully treated online.

These categories include:

- Sensory integration
- Fine and gross motor skills
- Visual-motor and visual perceptual skills
- School-related self-care skills

“ We are forever grateful to you for helping [my child]\* overcome her social phobias to where she is now outgoing and friendly! After all of [my child]'s\* school traumas, the Presence format was her first critical step to trust people again and experience positive enjoyable interactions.”

— PARENT OF STUDENT WITH AUTISM



# Psychoeducational assessments

Expand your evaluation capacity and support students with a leader in remote evaluation and teletherapy services.

Presence provides online psychoeducational assessments you can administer remotely with our network of fully credentialed school psychologists.

## Online psychoeducational assessments can help you:

- Ease assessment workloads for onsite school psychologists
- Facilitate timely evaluations
- Access the largest library of digital assessments from top publishers
- Ensure equity and access

## Here's a look at the student process

For remote assessments students are tested individually in a quiet, confidential environment, monitored by a support person who is directed by the remote school psychologist and has no clinical duties. Students view the stimuli on the computer screen and respond just as they would in person.

The student also uses a document camera that enables the school psychologist to observe them as they complete their responses in the booklet or use manipulatives.



### Standard assessment tools:

Using the similar techniques and materials as traditional paper-based evaluations, Presence school psychologists use our secure online platform to complete:

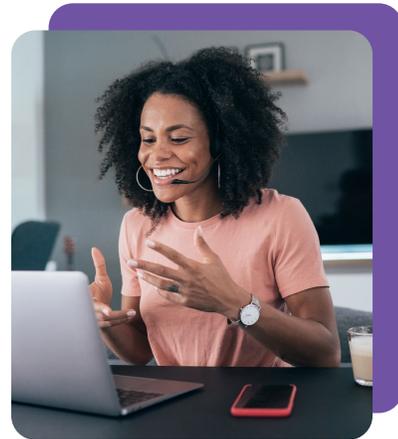
- direct student assessment
- standardized assessment tools
- student work samples
- observation (via webcam)
- records review
- parent/teacher/student interviews
- developmental/medical histories
- norm-referenced
- standardized rating scales



# Speech-language therapy

Give your on-site team relief and meet the growing needs of your students.

Presence has been providing online speech-language services to students throughout the nation on our HIPAA and FERPA compliant platform since 2009. Our licensed speech-language pathologists (SLPs) have master's degrees, hands-on clinical experience, and they are supported by a team of clinical experts with deep teletherapy and pediatric experience.



## Online speech-language services can help you:

- Expand capacity for speech-language therapy, evaluations, and case management
- Offer flexible scheduling options, and serve homebound and virtual students
- Reach students from multiple sites, saving travel time
- Administer bilingual evaluations and interventions

## Expand your clinical capacity

Online SLPs perform the same function as onsite therapists. All services are directed by each student's IEP or 504 plan and are delivered in one-on-one, small-group, or classroom settings.

## Our speech-language services cover IEP and 504 goals from preK-12:

- Speech sound disorders
- Social communication disorders
- Spoken language disorders
- Fluency
- Voice disorders
- Written language disorders

---

## Our providers can complete the full scope of work for SLPs, including:

- Complete full evaluations
- Assist in the writing and updating of IEPs
- Case manage and attend IEP meetings
- Track and report on student progress
- Schedule therapy sessions
- Communicate with parents and staff