

PresenceLearning, Inc– Pecos Cyber Academy

Ancillary and Related Services

Statement of Agreement

I. The Parties. This service contract (“**Agreement**”) made July 1, 2024 (“**effective date**”) is by and between: PresenceLearning, Inc, with a mailing address of 530 Seventh Avenue, Suite M1, New York, NY 10018 (“**Service Provider**”) AND Pecos Cyber Academy, with a mailing address of 1841 US HWY 66, Ste B, Edgewood, NM 87015 (“**Client**”). Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025 (“**End Date**”). Upon written notice being provided by the Client of its intent to renew the Agreement, such notice being provided by or before April 1 of the Academic Year of the then current Term, this Agreement is subject to three (3) one (1) year renewal terms. (Each such one- year term being the “Term”). The Service Provider shall have thirty (30) days from the date of notice to decline to continue providing services under the terms of this Agreement and to provide written notice of its intent to the Client.

III. Services. The Service Provider agrees to provide the following:

- A. Ancillary and related services virtually for the students of the Client. Services will take place during business hours (8:00 a.m. - 3:30 p.m. MT), however services may be provided outside of business hours when it is mutually agreed upon by the student, family, provider, and each case is approved by the Client.
- B. Full-time related service therapists will have 32 hours of service time with 8 hours of documentation, Medicaid note-taking, IEP planning, etc, per week. For every hour of service, 15 minutes of paperwork time is supported. The Client requests that direct therapy services be attempted for student schedules during the above business hours and the documentation take place outside of those hours, as the business hours make a 35 hour week. The Client requires a group model where students work together. Special cases of need for an independent session can be requested in writing to the Special Education Coordinator or Director for review and response. NMPED guidelines present a full-time FTE for related services to be 1/60 or 0.17, as in 60 students, and Speech caseload as 1/35 or 0.029 FTE.
 1. Part-time related service therapists would be assigned as follows.
Each 1 day = 6 hours and 25 minutes service time with 1 hour and 35 minutes paperwork time

- C. Evaluations would be an additional service and can be completed outside of a therapist's 8 hour work day to be billed as an additional cost above services. Due dates will be provided by PCA at the time of request for assignment. Evaluators who are not therapists for the Client already must pass background checks and have appropriate NM licenses before testing can take place. The evaluator should notify the Client in a timely manner should parent not respond, or other circumstances prevent completion by the assigned due date. If a therapist evaluates a student during the work day or in the student's session, the evaluation rate would be billed, but the session should not be double billed as in therapy and evaluation at the same time.
1. Service Providers will supply it's clinicians all necessary equipment to provide services. Except for WISC-V test kits and/or WAIS-IV test kits, all assessment instruments needed will be provided at no additional charge to The Client beyond the cost of the evaluation found in the fees appendix.
- D. Therapists are subject to change with approval from Special Education Director. All Service Providers will be approached when a need opens for The Client for an area they have ability to fulfill. The first to find an acceptable therapist will be pursued. The Client requests a therapist have their NM licenses and a completed background check, as provided in section XI, before being presented to the Client, unless the Service Provider wishes for The Client to review a resume or other information. The Client trusts our partners to consider appropriate providers without an interview process directly from The Client.
- E. The Client prefers as few changes to student access as possible. PCA has its own platforms that provide access for the students to all of their classes and support times. PCA requests service providers attempt to meet students within the PCA platform, with the ability to provide the student(s) a link to other resources or websites for their sessions, to include the Service Provider's Presence platform. This keeps the logging in and location of supports in one format with students, but with the ability for the adult to share other resources which provides minimal impact to the student and parent as much as possible.
- Any Service Provider who finds they need to solely use their resource and the therapists are unable to complete the PCA preference, the Service Provider can communicate with the Director of Special Education in writing with explanations of the attempts to access through PCA first.
- To clarify, Service Providers can use their own platforms and resources, but PCA asks the therapists to start the session in the PCA platform and then provide a link there for outside resources. Training is offered by PCA on how to access these steps.
1. The Service Provider will get written permission from the Special Education Director before any equipment or supplies are recommended for student use that would be billable to The Client.

F. The following is a list of services that will be provided for the fees specified in the Service Order:

1. Screening, evaluation to include report writing, educational programming and transition planning.
2. Complete routine reports and tasks promptly and efficiently
 - a. Complete REED
 - b. Complete EDT paperwork
 - c. Complete PWN
 - d. Track compliance with initial IEPs and 3 year re-evaluations
 - e. Review of SAT files
3. Report on evaluation results to Eligibility Determination Team with recommendations and represent the specific field in that discussion, to include appropriate references to the NMTEAM Manual.
4. Therapeutic intervention using current technology (individual or group) and the preparation needed
5. Participate in student planning and program development, to include possible FBAs and BIPs for therapists supporting mental health
6. Demonstrate a willingness to examine and implement change as appropriate
7. Work productively and collaborate with colleagues, teachers, parents/guardians, students, and other school-based services when applicable
8. Demonstrate accurate knowledge of field
9. Demonstrate appropriate assessment techniques and procedures
10. Preparation for therapy portion for all applicable IEPs including present levels of performance/goal/objects with data collection and justifications for recommendations. The Client requests all IEP information be completed at least 3 days before the IEP meeting as much as possible for case manager to share a draft with the team before the meeting.
11. Attendance of and participation in IEP meetings on days which the therapist is scheduled to work and available around therapy sessions or provision of documentation and phone/email contact with guardians when therapist is not available to attend.
12. Quarterly progress reports for all therapy students completed by set deadlines.
13. Exit planning to be provided for students identified as mastering goals/objectives.
14. Daily therapy notes for record keeping and Medicaid billing and participation in the enrollment process if not in possession of a Medicaid number already
15. Participation in mandatory special education meetings as needed
16. Demonstrate a professional demeanor as defined by the Code of Ethics of the education profession
17. For possible school nurse, Assist with medical screenings across NM, review of records, health and emergency plan creation and management
18. Conduct staff development and/or parent education as coordinated with the Director of Special Education on topics relevant to the area of expertise.

G. Cancellation Policy:

1. Therapist absences will not be invoiced.
 - If therapist must cancel, The Client expects them to schedule a make up time and this can be provided before or after the day or time of therapist absence
2. Make-up sessions will be invoiced at the regular rate with a specific mention of which missed session is being made up
3. Student absences, when notified in less than twenty-four (24) hours, will be invoiced at the flat rate. An additional note to the absence is requested in reference to notice. For example, "Student was absent with no notice from parent" (billable), or "Student was absent with less than twenty-four hours' notice" (billable), or "Student was absent with more than twenty-four hours' notice, a make up session will be scheduled or parent waived a make up session" (not billable, unless made up, then the make up session is billable)
4. Evaluation cancellation follow the above expectations for notice to therapy in decisions for billing, however a flat 30 minute rate will be allowable for billing, not a full evaluation time.

Hereinafter known as "**Services.**"

Service Provider shall provide, while performing the Service, that they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement:

See Fees appendix

** Fee adjustments may only be proposed by The Service Providers at the end of addendum year 1, for the start of school year 26/27. Fees in this initial contract of school year 24/25 may not change for the 25/26 SY and fees for the addendum contract of school year 26/27 may then not be changed for the 27/28SY.

All fees will be subject to Gross Receipts tax at 5.125% (GRT subject to slight fluctuations) for all Services listed above in Section III. Services.

Hereinafter known as the "**Payment Amount.**"

V. Payment Method. The Client shall pay the Payment Amount within 30 days from the receipt of the invoice:

An itemized invoice will be submitted.

Hereinafter known as the "**Payment Method.**" The Payment Amount and Payment Method collectively shall be referred to as "**Compensation.**"

VI. Inspection of Services. If any of the Services performed by the Service Provider pursuant to this Agreement are incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VII. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

VIII. Confidentiality. Service Provider acknowledges and agrees that all student records and any other data and information related to the Client's business is confidential ("**Confidential Information**"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client or as required by law.

- a. **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

IX. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

X. Independent Contract Status. This is not an employment contract. Service Provider acknowledges that they are independent contractors and not an agent, partner, joint venture, nor an employee of the Client. Service Provider is responsible for providing Unemployment Insurance and Workers' Compensation coverage for Service Provider's employees. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XI. Fingerprinting. By execution of this Agreement, the Service Provider acknowledges New Mexico Statute, Section 22-10A-5 applies to contracts for the provision of Ancillary Services. Section 22-10A-5 requires that employees of entities providing such Services to schools must be fingerprinted for the purpose of accessing state and federal bureau of investigation records. The Service Provider expressly acknowledges that:

- A. Service Provider and all of Service Provider's employees or subcontractors working with students must submit or have submitted fingerprints in the manner required by the Client.
 - a. Fingerprints must be submitted via an approved location and submitted with the Client identified as the Agency Name.
 - b. Specific instructions for submission of fingerprinting are provided by the Client to the Service Provider and must be followed to fulfill this requirement;
- B. Service Provider shall not permit any employee to come in contact with students until this requirement has been fulfilled;
- C. Service Provider shall provide to the Client a list of names of its employees or subcontractors who may come in contact with students.

The Service Provider is required to fulfill these requirements at its own expense.

XII. Licensure. Service Provider shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement as required by the State of New Mexico, the New Mexico Regulation and Licensing Department, and the New Mexico Public Education Department.

XIII. Insurance. The Service Provider will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this Agreement, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the Service Provider or by anyone for whose acts the Service Provider may be liable during the term of this Agreement. The Service Provider shall furnish a Certificate of Insurance to the Client and again, if issued, upon annual renewal. If policy changes occur during the life of the Agreement, it is the Service Provider's responsibility to provide updated proof of coverage to the Client.

- A. Service Provider will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statutes;
- B. Service Provider will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage;
- C. As required for professional services the Service Provider will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Service Provider and its subcontractors in the performance under this Agreement.

XIV. Change of Name. This Agreement shall remain valid and enforceable notwithstanding any change in name of the Client or the Service Provider.

XV. Termination.

- A. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - 1. By both parties if they agree in writing to the termination, as specific in the Service Provider's Addendum;

2. Termination by either party, immediately, if one party materially breaches this agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and breach at issue does not objectively lend itself to cure within such 30-day period, then such additional time as necessary to complete said cure, but in no event longer than 90 days following written notification of such breach;
 3. Termination by either party, immediately, if the Client's charter is terminated, or if the Client is no longer authorized by an Authorizer as required by applicable state law and regulation;
- B. Obligations on Termination: In the event this Agreement is terminated by either party for any reason:
1. Each party will promptly (not later than thirty (30) days after the effective date of termination) return the other party all Confidential information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
 2. Client shall pay the Service Provider all amounts due under this Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination.

XVI. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of New Mexico.

XVII. Entire Agreement. This Agreement and Service Provider Addendum, including any exhibits and schedules, constitutes the entire agreement between the Parties to the subject matter and supersedes all other prior representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Robbi Coker

Special Ed Coordinator

Client's Printed Name

Title

(Representative of Pecos Cyber Academy)

DocuSigned by:
Robbi Coker
937C7D861726462...

6/25/2024

Client's Signature

Date

(Representative of Pecos Cyber Academy)

Shaheen Mamdani Jennifer Berry

Vice President Customer Success

Service Provider's Printed Name

Title

(Representative of PresenceLearning, Inc)

DocuSigned by:
Shaheen Mamdani
15FAF6C37FBD416...
DocuSigned by:
Jennifer Berry
68FFCD43A4F6412...

6/27/2024

6/27/2024

Service Provider's Signature

Date

(Representative of PresenceLearning, Inc)

PROFESSIONAL DISCIPLINE/SERVICE	NOT TO EXCEED COST PER HOUR NOT INCLUDING GROSS RECEIPTS TAX
Educational Diagnostician	No Bid
School Psychologist	\$77.00* See below and separate component chart*
Speech and Language Pathologist	\$77.00
Occupational Therapist	\$77.00
Physical Therapist	No Bid
Mental Health Counselor/Social Worker	\$77.00
Adaptive PE Teacher	No Bid
School Nurse	No Bid
Recreational Therapist	No Bid
Orientation & Mobility Service Provider	No Bid
Visual Impairment Teacher	No Bid
ASL Interpreter	No Bid
Behavior Management Specialist	No Bid

***Regarding Costs per Hour for School Psychologists:**

- a. If school psychologists are assigned to provide mental health counseling, their services will be billed at \$77.00 per hour.
- b. If school psychologists are assigned to complete psychoeducational assessments, they will invoice based on the separate [Psychoeducational Assessment Component Pricing](#) chart.

Psychoeducational Assessment Component Pricing

Service	Price per Service
Review of Records by MHP/Ed Diag.	\$235.00
Cognitive Select Subtests	\$165.00
Processing Select Subtests	\$165.00
Achievement Select Subtests	\$118.00
Rating Scale Assessment by MHP/Ed Diag.	\$190.00
Achievement Standard Battery	\$233.00
Long Cognitive Battery	\$300.00
Additional Assessment by MHP/Ed Diag.	\$260.00
Processing Standard Battery	\$300.00
Additional Requested Meetings by MHP/Ed Diag.	\$68.00
Schoolwide Consultation (Hourly)	\$77.00
Short Cognitive Battery	\$150.00
Spanish Select Subtests	\$272.00
Spanish Battery	\$378.00
Screening by MHP/Ed Diag.	\$143.00
Additional Requested Paperwork by MHP/Ed Diag.	\$68.00
Functional Behavior Assessment by MHP/Ed Diag.	\$355.00
Intervention Data Analysis by MHP/Ed Diag.	\$68.00
Parent Interview by MHP/Ed Diag.	\$68.00
Student Interview by MHP/Ed Diag.	\$68.00
Teacher Interview by MHP/Ed Diag.	\$68.00
Unplanned Student Absence MHP/Ed Diag.	\$75.00
Extended Coordination by MHP/Ed Diag.	\$68.00
Results Meeting by MHP/Ed Diag.	\$110.00
Additional Requested Meetings by MHP/Ed Diag.	\$68.00
Evaluation Coordination and Results Summary by MHP/Ed Diag.	\$295.00
Observation by MHP/Ed Diag.	\$162.00



Addendum

This Addendum (“Addendum”) is entered into between PresenceLearning, Inc., (“Service Provider”) and Pecos Cyber Academy (the “Client”) and incorporated into the Ancillary and Related Services Statement of Agreement (“Agreement”) to which it is attached. Service Provider and the Client may individually refer to as “Party” and collectively referred to as the “Parties”.

1. **CLINICAL SERVICES.** The services and fees are provided in the Service Provider’s Service Order (“Service Order”) attached and incorporated into the Agreement as Exhibit 1. The Service Order will list the clinical discipline of the services the Client has purchased, 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, IEP development, attendance to meetings through the Platform (collectively, “Services”).

2. SERVICES AND PLATFORM; PLATFORM SPECIFICATIONS.

2.1 Services and Platform. Service Provider shall provide the Client with the Services and technical support set forth on each Service Order. All Services shall be delivered via Service Provider’s proprietary web-based application (together with any components, software, or related documentation, the “Platform”). The Platform enables engagement between the Client’s authorized users, support staff and administrators overseeing the Services, and students (collectively, “Authorized Users”), and Service Provider’s clinical providers (each, a “Clinician”, and collectively, “Clinicians”). During the Term, Service Provider grants the Client and its Authorized Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

2.2 Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see tech specifications at (<https://www.presence.com/tech-requirements/>). Service Provider will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). The Client may purchase necessary equipment from Service Provider pursuant to the terms and conditions set forth on the Equipment Schedule.

2.3 Platform Restrictions.

2.3.1 The Client shall not for itself or through a third party (and shall ensure that its Authorized Users 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.

2.3.2 If Client breaches the terms of this Agreement or if the Client or any of its Authorized Users misuse the Platform or violate any laws with respect to the Platform, Service Provider may terminate or suspend the Client’s and its Authorized Users’ and students’ access to the Platform and remove any material it deems offensive or in violation of this Section 2.3.2. Neither the Client or its Authorized Users may:

2.3.2.1 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;

2.3.2.2 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;

2.3.2.3 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 Service Provider, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

- 2.3.2.4 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
- 2.3.2.5 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.

3. INTENTIONALLY OMITTED.

4. ADDITIONAL CLIENT OBLIGATIONS.

4.1 Supporting Documentation. Service Provider will use commercially reasonable efforts to provide the Services throughout the Term. The Client agrees to provide all pertinent school records in a timely manner to enable Service Provider to begin Services.

4.2 Primary Support Person. The Client agrees to provide an adult primary support person (a “PSP”) wherever the services are being delivered. The duties and responsibilities of the PSP can be found at <https://presence.com/welcome-primary-support-person/>.

4.3 Equipment. The Client is solely responsible in providing Client’s students with the necessary internet and equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets, needed to receive Services. The Client may purchase equipment from Service Provider as specified in the Equipment Schedule.

5. CLINICIAN CONVERSION; CONVERSION FEE.

5.1 Clinician Conversion. During the Term of this Agreement, the Client may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Service Provider’s clinician except in accordance with the terms set forth in this Section 5.

5.2 Conversion Fee. During the Term, and for a period of twelve months thereafter, the Client shall notify Service Provider 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 the Client (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 Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) the Client shall pay Service Provider a fee of \$20,000.

6. **PARTIES’ PROPRIETARY RIGHTS**. Service Provider 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, Service Provider (collectively, “Service Provider Learning Intellectual Property”). The Client owns all right, title, and interest in and to any of the Client’s proprietary content (collectively, “Client Intellectual Property”).

7. CONFIDENTIALITY.

7.1 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.”

7.2 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.

7.3 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 7.3 by any of such Parties' Representatives.

8. **NOTICES.** All notices relating to the Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To the Client: Notices will be sent to the address provided in the Agreement.

9. **TERMINATION; EFFECTS OF TERMINATION.**

9.1 Termination. This Agreement may be terminated: (a) by either Party without cause upon sixty (60) calendar days prior written notice to the other Party; (b) by Service Provider upon any failure of the Client to pay when due any Fees (as defined in the Agreement or Service Order); provided, however, that in lieu of terminating the Agreement or any Service Order, Service Provider 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) if a Weekly Dedicated Hours customer, immediately by the Client 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).

9.2 Effects of Termination. Upon the termination or expiration of the Agreement for any reason, (a) all Fees owed to Service Provider that accrued before such termination or expiration will be immediately due and payable, except for any such amounts being disputed in good faith by the Client and (b) the Client shall not be entitled to a refund for any fees paid by the Client prior to the date of termination of the Agreement.

10. **COUNTERPARTS; ELECTRONIC SIGNATURES.** The 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 The Agreement shall be valid and have the same force and effect as a manually signed original.

Agreed to:

Agreed to:

PresenceLearning, Inc.	DocuSigned by:
By: <u>Shaheen Mamdani</u> 6/27/2024	By: <u>Robbi Coker</u> 6/25/2024
Authorized by Signature Date	Authorized by Signature Date
Print Name: Shaheen Mamdani	Print Name: Robbi Coker

DocuSigned by:
Jennifer Berry 6/27/2024
 68FFCD43A4F6412...

Jennifer Berry

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Agreement which the Client may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Service Provider. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. The Client may, at the Client’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$100.00

The Client is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presence.com/tech-requirements/>.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If the Client has access to WISC-V and/or WAIS-IV assessments, the Client may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Service Provider. 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

2.2 Tracking and Return of Kits. The Client 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, the Client must arrange for the return of the Test Kit directly to the Client. On a quarterly basis, the Client will acknowledge and confirm to Service Provider that the Test Kits are in the Client’s possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of the Client’s student once it has been used.

3. OT Kits. The Client 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.

4. Delivery and Delivery Address; Title; Risk of Loss.

4.1 Delivery and Delivery Address. Service Provider will ship Equipment to the addresses provided by the Client. The Client is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If the Client provides an incorrect address, then the Client will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Service Provider’s error, Service Provider will promptly ship replacement Equipment to the correct address at no cost to the Client.

4.2 FOB. Service Provider shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to the Client upon delivery.

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

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

5. Inspection of Goods. The Client has the right to examine the Equipment upon receipt and has 3 days in which to notify Service Provider of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Service Provider in accordance with accepted trade practices.

6. Fees; Payment. The Client agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. The Client is responsible for all taxes and shipping, which fees may vary based on shipment destination.

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

8. Delay or Failure to Perform. Service Provider will not be liable to the Client for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Service Provider's control. Service Provider shall notify the Client immediately upon realization that it will not be able to deliver the Equipment as promised.