

## Service Order under Master Services Agreement

This order for the online tutoring services listed below constitutes a Service Order under the Master Services Agreement executed on 08.01.2022 between Tutor.com, Inc. (“Tutor.com”) and Excel Academy Charter (“Customer”).

Customer:	Tutor.com Primary Contact Information
Name: Kimberley Venegas	Name: Emily Cain
Customer: Excel Academy Charter	Tutor.com, Inc.
Address: 1 Technology Drive	Address: 110 E. 42nd St., FL 7
City, State Zip: Irvine, CA 92618	New York, NY 10017
Telephone: 949.387.7822	Telephone: 347.387.2094
Email: kvenegas@excelacademy.education	Email: emily.cain@tutor.com

Customer Billing Contact Information	Tutor.com Billing Contact Information
Name: Kimberley Venegas	Customer Invoicing
Customer: Excel Academy Charter	Telephone: 800-444-0189
Address: 1 Technology Drive	Email: customerinvoicing@tutor.com
City, State Zip: Irvine, CA 92618	
Telephone: 949.387.7822	
Email(s): kvenegas@excelacademy.education	

**Ordered Services:** Tutor.com agrees to provide Customer the Services listed below.

**Service Order Start Date:** 08.01.2023

**Service Order End Date:** 07.31.2024

Name	Per Student License Price	Quantity	Subtotal
<b>Section Name</b>			

<p><b>Tutor.com K-12 Student Center Per Student</b></p> <p>Price is per student account. Each student account will be limited to: per.student.limit Tutors available*: English: 24 Hours/Day, 7 Days/Week** Spanish K-12: 2pm - 2am, Eastern Time</p>	<p><b>\$35.00</b></p>	<p><b>500</b></p>	<p><b>\$17,500.00</b></p>
<p><b>Subtotal</b></p>			<p><b>\$17,500.00</b></p>
<p><b>Total</b></p>			<p><b>\$17,500.00</b></p>

\*As of the Effective Date of the Agreement, the Services are offered 361 days of each standard year, and 362 days of each leap year. The Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day (all times Eastern). Tutor.com may change the availability of Services and will notify Customer of any changes. The availability of the Services is also subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond Tutor.com’s reasonable control.

\*\* Newer subjects may have more limited hours.

**Term:** The initial term of this Service Order will be from the Start Date to the End Date listed above. This Service Order will automatically renew for additional, successive 1 year renewal terms unless either party notifies the other in writing no less than 30 days prior to the end of the then-current term that this Service Order will terminate at the end of the then-current term.

**Open Access:** During the term of this Service Order, additional student licenses in excess of the number set forth above may be purchased under this Service Order by Customer for the then-current term at a rate of \$35/student license by an email from Customer’s Authorized Representative (defined below) to Tutor.com’s Primary Contact at his/her email address set forth above, setting forth the number of additional student licenses being purchased. Such purchase will be deemed accepted and may be invoiced upon Tutor.com’s provision of additional student licenses to Users in excess of the originally ordered number. For purposes of this Service Order, Customer’s Authorized Representative will be Kimberley Venegas. Customer may change Customer’s Authorized Representative by providing notice to Tutor.com in accordance with the Agreement.

**Fees:** Customer agrees to pay Tutor.com the fees set forth in this Service Order, which do not include taxes. Tutor.com reserves the right to change the fees for any renewal term by giving Customer written notice of such change no later than 45 days prior to the end of the then-current term (subject to Customer’s right not to renew in accordance with the previous paragraph).

**Invoicing and Payment:** Tutor.com will invoice Customer in the initial term and any renewal term of this Service Order upon execution of the Agreement and upon the start date of the renewal term, respectively, unless different payment terms are specified here: n/a. Hours in excess of those set forth in this Service Order will be billed monthly in arrears.

If Customer requires a purchase order to order the Services, Customer will specify here:

**PO Required:**

Accepted and agreed to by:

Tutor.com, Inc.	Customer
By:	By:
Name: Sandi White	Name:
Title: SVP, Institutional	Title:
Date:	Date: