



Service Order

Customer Name and Contact Information

Name: Excel Academy California

Address: 1 Technology Drive, Ste. I-811 Irvine, CA

Customer Primary Point of Contact

Name: Lakeyshia Ono

Email Address: lono@excelacademy.education

Customer Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Ross Porter

Email Address: ross.porter@presencelearning.com

Service Order

Other Fees

Service	Licenses	Price	Total
Kanga - Starter	0	\$0.00	\$0.00
Kanga - Elite	2	\$2,730.00	\$5,460.00
Kanga - Pro	3	\$2,310.00	\$6,930.00
Kanga - Premier	0	\$2,000.00	\$0.00
Kanga - Premier AA	0	\$2,000.00	\$0.00

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Service Order

Service Order Term	July 1, 2023 through June 30, 2024
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

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

PresenceLearning, Inc.

Customer

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Master Service Agreement

This Master Services Agreement (“MSA”) is entered into as of the date of the last 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 501, New York, NY 10018 (“Presence”), and the undersigned customer (“Customer”). Each of 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 (“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 Schedule or 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 date of invoice, unless specified otherwise in a 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 thirty (30) 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) if such Fees are not being disputed in good faith in accordance with Section 2 and such failure continues uncured for a period of thirty (30) calendar days after Presence provides written notice of the non-payment; 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 if the other Party becomes insolvent or declares bankruptcy.

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; Platform; Platform Specifications.

4.1. Services. Presence shall provide Customer with the Services and technical support set forth on each Service Order.

4.2. Platform. All Services shall be delivered via Presence's proprietary cloud-based platform (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to Customer with respect to Platform usage will be as set forth in the applicable Service Order.

4.3. Platform Specifications. The Platform is a cloud application. In order to access the Platform, a user must have a computer with a dual core processor and 2 GB RAM that has the ability to support a headset and microphone and a broadband internet connection with a minimum of 500 kbps (or higher) with upload and download speeds of 1mbps (or higher). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). Customer may purchase required equipment from Presence pursuant to the terms and conditions set forth on the Equipment Schedule. Additional information regarding Platform specifications can be found at: <https://www.presencelearning.com/tech-requirements/>.

4.4. Platform Restrictions.

4.4.1. 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.

4.4.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend 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 4.4.2. Neither Customer, its authorized users, or customers may:

4.4.2.1. 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;

4.4.2.2. 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;

4.4.2.3. 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 sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.4.2.4. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;

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

4.4.2.6. Engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, send unsolicited messages, or place any advertisements of any products or services in the Platform; or

4.4.2.7. 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.

5. Parties' Proprietary Rights; Use of Customer Intellectual Property; Content Restrictions; Removal of Content; Other Rights.

5.1. Parties' 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"). Customer owns all right, title, and interest in and to any Customer proprietary content (collectively, "Customer Intellectual Property").

5.2. Use of Customer Intellectual Property. During the Term, Customer grants to Presence, solely in connection with Presence's performance of its obligations hereunder, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Customer Intellectual Property that is uploaded to the Platform. Further, by uploading Customer Intellectual Property to the Platform, Customer and its authorized users of the Platform grant Presence a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.

5.3. Other Rights. 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 and such revocation will be effective within fifteen (15) calendar days of the receipt of the notice.

6. Confidentiality.

6.1. 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."

6.2. 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.

6.3. 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 6.3 by any of such Parties' Representatives.

7. Customer Data. Customer retains all rights, in and to all data, files, information, provided by Customer or its authorized users to Presence.

8. Indemnification.

8.1. 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 which (a) result from, or arise in connection with, (i) any breach of Customer's obligations or representations under this Agreement, including, without limitation, any breach of Section 12.3 below, or (ii) a negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, and/or (b) resulting from, arising out of, or relating to any third party lawsuit or proceeding brought against Presence due to (x) Customer's or its authorized users' posted and uploaded content, (y) Customer's or its authorized users' illegal behavior or conduct, or (z) Customer's or its authorized users use of the Platform or any Presence property in any manner inconsistent with or in breach of this Agreement (collectively, "Presence Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

8.2. 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 which, directly or indirectly, result from, or arise in connection with, any 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.

8.3. Conditions of Indemnification. The obligations set forth in Sections 8.1 and 8.2 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.

9. Limitation of Liability.

9.1. DAMAGE DISCLAIMER. EXCEPT AS PROVIDED BELOW IN THIS SECTION 9, 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.

9.2. GENERAL DAMAGE CAP. EXCEPT AS PROVIDED ELSEWHERE IN THE AGREEMENT, 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.

10. 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, and Customer is solely responsible for any damage to computer systems or loss of data that results from such use. If Customer's users post or upload materials to the Platform, Presence is not responsible for any loss, corruption, damage, deletion of the materials.

11. Representations and Warranties

11.1. Power and Authority. Each Party represents that it has the full right, power, and authority to enter into this Agreement.

11.2. Platform Performance. Customer agrees and acknowledges that Customer has assessed the Platform's necessary specifications, performance, functionality, access to, and availability, and found it suitable for Customer's needs and requirements.

11.3. Uploaded Materials. Customer, for itself and on behalf of its authorized users, asserts that the party uploading materials to the Platform has all rights necessary to upload, share, and grant the rights set forth in this Agreement for all the materials.

11.4. Safety of Platform. Presence warrants to Customer that Presence 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.

12. Miscellaneous.

12.1. 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.

12.2. Competitors. Customer agrees, and will ensure its authorized users' and student's compliance, to not share or make available the Platform or Presence Property to a competitor of Presence.

12.3. Survival. Sections 2, 4.4, 5.1, 8 –11, and 13 will survive expiration or termination of this Agreement.

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

12.5. 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.

12.6. 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.

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

12.8. 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.

12.9. 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@presencelearning.com. To Customer: Notices will be sent to the physical or email address provided to Presence, or by other legally acceptable means.

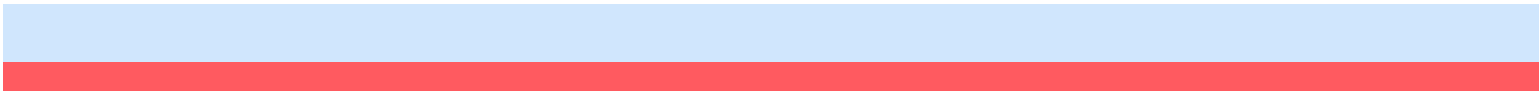
12.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. 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.



PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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EQUIPMENT PURCHASE SCHEDULE

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

1. **Hardware Available for Purchase.** Customer may, at Customer’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	\$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 8 hereof.

2. **WISC-V and WAIS-IV Kits.**

- 2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer may access 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

- 2.2 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.

3. **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.

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

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

- 4.2 FOB. Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 **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.

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

5. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence 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 Presence in accordance with accepted trade practices.
6. **Fees; Payment.** Customer agrees to pay for the Equipment 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.
7. **Disclaimer of Warranty.** Presence is not the manufacturer of the Equipment and the Equipment is being sold “as is,” and Presence 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.** 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. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services:

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> ● Attachable tripod ● Video resolution 1920X1080 ● Auto focus ● Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> ● Noise-canceling microphone ● 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> ● Noise-canceling microphone ● 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> ● Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> ● External USB headset adapter with CD quality digital sample rates ● Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none"> ● Capture images of A4 and US letter pages ● Built-in LED lights 	HUE	HD Pro Camera

PLATFORM LICENSE SCHEDULE

This Platform License Schedule (“Platform License Schedule”) is incorporated and made part of the Agreement 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” means Customer’s teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

“Clinical Workshops” means access to the following workshops as shall be set forth in the Service Order:

- Clinical Workshops for Speech-Language Pathologists;
- Clinical Workshops for Occupational Therapists;
- Clinical Workshops for School Psychologists and Behavioral & Mental Health Professionals; and
- Clinical Workshops for Educators and Support Personnel.

“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 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 nonrefundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **SERVICE OPTIONS:**

Service Option	Description
Therapy Essentials - Starter	<ul style="list-style-type: none"> ● Limited monthly access to private therapy room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Therapy Essentials - Premier	<ul style="list-style-type: none"> ● Unlimited access to private therapy room, activities, and games. ● Organizational and documentation tools and features. ● Administrator Dashboard that enables one administrator to track usage of the account.
Therapy Essentials - Pro	All the benefits of the Therapy Essentials - 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.
Therapy Essentials - Elite	All the benefits of the Therapy Essentials 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.
Therapy Essentials - Premier Academic Achievement (For SPED Ed and Gen Ed teachers who only need access to assessments)	<p>Access to private 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 Therapy Essentials – Premier, Therapy Essentials – Pro, Therapy Essentials – Elite, and Therapy Essentials – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

EXHIBIT 1 TO PLATFORM LICENSE SCHEDULE

SPEECH-LANGUAGE ASSESSMENTS

Clinical Evaluation of Language Fundamentals-5 Screener (CELF-5 Screener)
Clinical Evaluation of Language Fundamentals-5 (CELF-5)
Clinical Evaluation of Language Fundamentals-5 Metalinguistics (CELF-5 Meta)
Clinical Evaluation of Language Fundamentals - Preschool-3 (CELF-P-3)
Clinical Evaluation of Language Fundamentals Preschool - 2 (CELF-P-2)
Clinical Evaluation of Language Fundamentals - Preschool-2 Spanish (CELF-P-2 Spanish)
Comprehensive Assessment of Spoken Language, 2nd Ed. (CASL-2)
Goldman-Fristoe Test of Articulation-3 (GFTA-3)
Arizona Articulation Phonology Scale, 4th Ed. (Arizona-4)
Peabody Picture Vocabulary Test, 5th Ed. (PPVT-5)
Expressive Vocabulary Test, 3rd Ed. (EVT-3)
Comprehensive Test of Phonological Processing, 2nd Ed. (CTOPP-2)
Gray Oral Reading Test-5 (GORT-5)
Test of Auditory Processing Skills – Fourth Edition (TAPS-4)
Test of Auditory Processing Skills - Third Edition - Spanish (TAPS-3 Spanish)
Oral and Written Language Scales-2 (OWLS-2)
Clinical Evaluation of Language Fundamentals, 4th Ed., Spanish (CELF-4-Spanish)
Expressive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition (EOWPVT-4-Spanish)
Receptive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition (ROWPVT-4-Spanish)
Expressive One-Word Picture Vocabulary Test-4 (EOWPVT-4)
Receptive One-Word Picture Vocabulary Test-4 (ROWPVT-4)
Goldman-Fristoe Test of Articulation, 3rd Ed., Spanish (GFTA-3-Spanish)
Test of Language Development-Primary-5 (TOLD-P-5)
Test of Language Development-Intermediate-5 (TOLD-I-5)
Test of Pragmatic Language - 2nd Edition (TOPL-2)
Receptive-Expressive Emergent Language Test - Fourth Edition (REEL-4)
Oral Passage Understanding Scale (OPUS)
Autism Diagnostic Observation Schedule - 2nd Edition (ADOS-2) *PL clinicians can only be observers - there has to be a trained facilitator with the child*
Children's Communication Checklist-2nd Edition (CCC-2)
Khan-Lewis Phonological Analysis 3rd Edition (KLPA-3)
Phonological and Print Awareness Scale (PPA)
School Function Assessment (SFA)
Stuttering Severity Instrument 4th Edition (SSI-4)

PSYCHOEDUCATIONAL ASSESSMENTS

Cognitive Assessments

Wechsler Intelligence Scale for Children-Fifth Edition (WISC-V)
Woodcock-Johnson IV Test of Cognitive Abilities (WJ IV COG)
Bateria IV Cognitive Battery
Woodcock-Johnson IV Early Cognitive and Academic Development (ECAD)
Comprehensive Test of Nonverbal Intelligence – Second Edition (CTONI-2)
Test of Nonverbal Intelligence – Fourth Edition (TONI-4)
Preschool Test of Nonverbal Intelligence (PTONI)
Kaufman Brief Intelligence Test – Second Edition (KBIT-2)
Wechsler Adult Intelligence Scale – Fourth Edition (WAIS-IV)
Wechsler Intelligence Scale for Children – Fifth Edition Spanish (WISC-5 Spanish)
Cognitive Assessment System - 2nd edition (CAS-2)
Cognitive Assessment System - 2nd Edition: BRIEF (CAS-2: BRIEF)
Developmental Assessment for Individuals with Severe Disabilities Third Edition (DASH-3)
Developmental Assessment for Young Children - Second Edition (DAYC-2)

Processing Assessments

Wechsler Memory Scale – Fourth Edition (WMS-IV)
Woodcock-Johnson IV Oral Language (WJIV-OL)
Birth to Three Assessment and Intervention System-Second Edition (BTAIS-2)
Test of Memory and Learning - Second Edition (TOMAL-2)
Executive Functions Test-Elementary Normative Update (EFT-E:NU)
Rapid Automatized Naming and Rapid Alternating Stimulus Tests (RAN/RAS)
Test of Auditory Processing Skills – Fourth Edition (TAPS-4)
Test of Auditory Processing Skills - Third Edition - Spanish (TAPS-3 Spanish)
Preschool Early Numeracy Screener (PENS)
Comprehensive Test of Phonological Processing – Second Edition (CTOPP-2)
Autism Diagnostic Observation Schedule - 2nd Edition (ADOS-2) *PL clinicians can only be observers - there has to be a trained facilitator with the child*
Beery Visual Motor Integration Test (Beery VMI)
School Function Assessment (SFA)

Academic/Achievement Assessments

Woodcock-Johnson IV Tests of Achievement (WJ IV ACH)
Batería IV Achievement Battery
KeyMath – 3 Diagnostic Assessment
Gray Oral Reading Tests – Fifth Edition (GORT-5)
Gray Silent Reading Test (GSRT)
Kaufman Test of Educational Achievement – 3rd Edition (KTEA-3)
Kaufman Test of Educational Achievement Brief Form – 3rd Edition (KTEA-3 Brief)
Wechsler Individual Achievement Test – Fourth Edition (WIAT-4)
Oral and Written Language Scales-2 (OWLS-2)
Oral Passage Understanding Scale (OPUS)
Preschool Early Numeracy Screener (PENS)
Jordan Dyslexia Assessment/Reading Program - Second Edition
School Function Assessment (SFA)

OCCUPATIONAL THERAPY ASSESSMENTS

Motor-Free Visual Perception Test – Fourth Edition (MVPT-4)
Developmental Test of Visual Perception - Third Edition (DTVP-3)
Beery Visual Motor Integration Test (Beery VMI)
School Function Assessment (SFA)
Sensory Profile 2nd Edition (SP-2)
Sensory Processing Measure - Preschool (SPM-P)
Sensory Processing Measure (SPM)

Please note the following:

- The listed assessments will only be made available to Authorized Users with the verified clinical credentials necessary to administer the assessments;
- Psychoeducational Assessments will only be accessible to Authorized Users who purchase Therapy Essentials Pro or Therapy Essentials Elite;
- The Platform includes electronic versions of the applicable test stimuli and test manuals for each assessment. Customer is responsible for obtaining test protocols, response booklets, equipment, or any test manipulatives that may be required to administer the assessment; and
- Presence is continuously updating its assessment offerings; therefore, the above list is subject to change.