



**Addendum to Swing Education Services Agreement
Signed between American Indian Model Schools and Swing Education, Inc.**

This addendum ("Addendum") effective as of _____ ("Effective Date") confirms the mutual understanding and agreement between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page attached hereto ("School" or "you") regarding certain alterations, additions or deletions to the Swing Education Services Agreement signed April 24, 2017 between the School and the Swing Education.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties hereto, intending to be legally bound to each other, do hereby covenant and agree:

1. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Applicable Rate.** All rates will be set by the School in its discretion (the "Daily Rate"). Swing Education does not set the Daily Rate. Any request over 4 hours is assigned the full Daily Rate and anything 4 hours or less is assigned the half of the Daily Rate.
- (b) **Fill Fee.** Swing charges a 25% fee ("Standard Fee"), based on the Applicable Rate, for a successful filling of a Request. The total rate invoiced to the School ("Total Rate"), inclusive of Swing Education's fee, will be referenced on the School's requests and in the School's profile. The amount then due will be equal to the Total Rate, multiplied by the number of days that the SwingSub was engaged by the School.
- (c) **Cancellations.** Requests that are filled by a SwingSub, or canceled within 24 hours of the SwingSub's scheduled beginning of the Request, will be invoiced for the entire Fill Fee. Other cancellation policy options and terms are highlighted in the Terms of Service.
- (d) **Invoicing.** Upon execution of this contract, Swing Education will bill the School the amount of:
\$ _____ (\$200 Total Rate x 3 months of anticipated usage in days = "Top-Up Amount").

This Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as services are rendered based on the Applicable Rate. Once the School's Account Balance drops below \$ _____ (1 month of anticipated usage), Swing will invoice the Top-Up Amount again.

Swing Education will maintain ongoing records of the School's Top Ups, Draw Downs, and Account Balance. These records will be provided to the school on at least a bi-monthly basis, with weekly usage reports accessible via our online system. Swing Education reserves the right to discontinue service if the School's Account Balance drops below an acceptable threshold. **Any Account Balance will be refunded to the School upon written request without interest** (unless required by local law). All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay SwingSub(s) for work completed at the School in advance of the Amount Due being collected from the School.

School shall pay all invoices within thirty (30) days of Swing Education's invoice date.

- (e) **Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.



2. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

[Signature Page Follows]



Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with each of its terms. If there is a conflict between this Addendum and the Contract, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng
CEO

Date: _____

Address:
700 S. Claremont Street
San Mateo, CA 94402

American Indian Model Schools

Name:
Title:

Date: _____

Address:
171 12th Street
Oakland, CA 94607