

AGREEMENT

This Agreement is made as of August 4, 2019 (the "**Effective Date**"), by and between **AmplioSpeech, Inc.**, a Delaware corporation, with offices at 6110 Executive Blvd., Rockville, MD 20852 ("**AmplioSpeech**"), and **Compass Charter Schools**, 850 Hampshire Rd. Suite P, Thousand Oaks, CA 91361 ("**School Board**").

RECITALS

- A. The parties wish to enter into this non-exclusive Services Agreement for the provision by AmplioSpeech to the School Board of Speech-Language Therapy Services (as Services is defined below); and
- B. AmplioSpeech holds exclusive usage rights for a unique and proprietary platform for Digital Speech-Language Therapy (the "**Platform**").

Now Therefore, in consideration of their mutual promises and obligations, the sufficiency of which is hereby acknowledged by the parties, the parties have agreed as follows:

1. **Scope of Services.** AmplioSpeech will provide School Board with online digital speech-therapy services that combine the Platform and the necessary speech language pathology personnel (each, an "**SLP**"), as described in more detail in **Exhibit "A"**, attached hereto (the "**Services**"). AmplioSpeech will conduct comprehensive screening of SLPs participating in the performance of the Services. AmplioSpeech will be responsible for payment of any amount due to a SLP in connection with the Services, including, without limitation, wages and applicable payroll taxes, deductions, and applicable insurance coverage. School Board will report to AmplioSpeech any performance issues, incidents, errors and other events related to the care and services provided by AmplioSpeech personnel. All supporting documentation will be provided by School Board to AmplioSpeech within 72 hours of the occurrence of any incident.
2. **Pricing and Payment Terms.** In consideration for the Services, School Board shall pay AmplioSpeech the amounts specified in **Exhibit "B"**, on the dates specified in **Exhibit "B"**. Invoices shall be considered past due 30 days from the date of invoice and begin to incur the applicable default charge of 1.5% per month, or the maximum legal interest rate, whichever is lower.
3. **Term and Termination.** The term of this Agreement will commence on the Effective Date and will continue for a period of 1 (one) year; thereafter the term of this Agreement shall be automatically extended for additional periods of 1 year each, unless terminated earlier by either party in accordance with this Agreement.

This Agreement may be terminated by either party on delivery of written notice of termination to the other party, as follows:

- If the other party materially breaches this Agreement, such breach is capable of being cured and the breaching party fails to cure such breach within 30 days after receipt of written notice of such breach from the non-breaching party; or
 - If the other party: (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within 60 days after such filing.
4. **Insurance.** AmplioSpeech will maintain at least the following minimum amounts of insurance:
 - Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate;
 - Workers Compensation - in accordance with state regulations;
 - Employers Liability - \$2,000,000;

5. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

6. **Non-Solicitation.** School Board agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or otherwise engage any SLP that became known to School Board through the Services for a period of 1 year following termination of this Agreement. If School Board or its affiliate enters into such a relationship or refers SLP to a third party for engagement, School Board agrees to pay AmplioSpeech an amount of \$35,000.

7. **Confidentiality. "Confidential Information"** shall mean information provided by the disclosing party (the "**Disclosing Party**") to the other party ("**Recipient**"), pursuant to this Agreement, or in anticipation hereof, which is marked "Confidential" when disclosed or would otherwise reasonably be expected to be treated as confidential by the Disclosing Party. For purposes of this Agreement, Confidential Information shall not include any information: (a) which is known to the Recipient prior to the disclosure by the Disclosing Party or is generally available to the public, (b) which Recipient lawfully had in its possession prior to the Effective Date of this Agreement or any underlying confidentiality agreement between the parties, or (c) which, hereafter, through no act on the part of the Recipient, becomes information generally available to the public.

The Recipient shall treat the Disclosing Party's Confidential Information with the same level of care that it treats its own confidential information of a similar nature, but in no event less than reasonable care. Recipient shall limit its disclosures of the Disclosing Party's Confidential Information to Recipient's employees, agents, and subcontractors on a need-to-know basis and then only if such individuals are bound by obligations of confidentiality which are at least as restrictive as the terms of this Agreement. Confidential Information shall not be used by the Recipient or Recipient's employees, agents, or subcontractors except for the purpose of performing their obligations under this Agreement. Neither party shall reveal, publish, or otherwise disclose the Confidential Information of the other party without the prior written consent of the Disclosing Party. Recipient shall be solely responsible for any disclosures or uses of the Disclosing Party's Confidential Information made by Recipient's employees, agents, or subcontractors that violate this Agreement. Recipient may disclose Confidential Information to the extent required by law or order of a court of competent jurisdiction, *provided* that Recipient (A) promptly notifies the Disclosing Party of such disclosure before divulging Confidential Information to enable the Disclosing Party to seek a protective order or employ other means to preserve the confidential nature of that information, and (B) provides assistance in obtaining an order to protect such Confidential Information.

8. **Family Education Rights and Privacy Act.** AmplioSpeech shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("**FERPA**") and acknowledges that certain information about the School Board's students is contained in records maintained by AmplioSpeech and the SLPs and that this information can be confidential by reason of FERPA and related School Board policies. Both parties agree to protect these records in accordance with FERPA and School Board policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, SLP's assigned to School Board will execute a FERPA Statement of Understanding outlining appropriate guidelines.

9. **Parents/Legal guardian consent form.** It is hereby agreed that it is the School Board responsibility to obtain the signatures of students' legal guardian on a consent form as attached in **Exhibit "C"**.

10. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor.

11. **Severability.** If any provision of this Agreement (other than a term or provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or

circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

12. **No Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

13. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

14. **Entire Agreement.** This Agreement, together with the Exhibit hereto, constitute the sole and entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, agreements and understandings of the parties in connection therewith.

15. **Amendment.** No amendment, modification or alteration of this Agreement shall be valid unless it shall be in writing and signed by the parties hereto.

16. **Headings.** The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

17. **Advice of Counsel.** Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and has read and understood all of the terms and provisions of this Agreement.

18. **Governing Law.** This Agreement shall be governed solely by the laws of the State of Maryland of the United States of America, without regard to its principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods and other international laws are expressly excluded. Any disputes arising under this Agreement will be resolved as follows: (a) the senior management of both parties will meet (in person or via teleconference) to attempt to resolve the dispute; (b) if senior management cannot resolve the dispute, either party may make a written request for formal resolution of the dispute. The written request will specify the scope of the dispute; (c) within 30 days after such written request, the parties will meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation; and (d) if an alternative method of dispute resolution is not agreed upon within 30 days of the mediation, either party may start litigation proceedings. If any dispute arising out of this Agreement or any action or proceeding to enforce a judgment based on a cause of action arising out of this Agreement is arbitrated or litigated between the parties hereto, the prevailing party shall be entitled to recover its reasonable costs of litigation, including reasonable legal fees, in addition to any other relief to which it may be entitled. In the event of a default in payment hereunder that is not the subject of a *bona fide* dispute, the injured party may recover its reasonable costs of collection, including but not limited to legal fees.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. **Miscellaneous.** School Board agrees that contractor may use School Board's name and logo in publications and for marketing purposes, so long as such use does not impair School Board's reputation.

In Witness Whereof the parties have signed:

AmplioSpeech, Inc.:

By: _____

Name: Curtiss Stancil

Title: Chief Growth Officer

School Board:

By: _____

Name: _____

Title: _____

Exhibit "A" – The Services

AmplioSpeech Digital Speech-Language Therapy services focused on students' outcomes and monitored progress. The award-winning service delivery model is designed to provide accelerated progress towards student's goals, and comprises of the following service modules:

Service Module	Included	Not Included
A. <u>Individual Online Therapy Sessions</u> – Individual therapy session conducted via a secure online video connection with a licensed and trained SLP (the " SLP "). During the session, the SLP utilizes a library of online materials to engage the student and enhance the therapy session.	YES	
B. <u>Online Practice Buddy Sessions</u> – Online practice sessions with licensed SLP-A, SLP or a CFY (the " Practice Buddy ") supervised by the SLP. The Practice Buddy works with the student on practice exercises assigned by the SLP and reports back to the SLP to ensure continuous and coordinated cycle.	YES	
C. <u>Online Self-Practice Sessions</u> – Online practice sessions, where students conduct speech-language exercises assigned by the SLP specifically for the individual student.	YES	
D. <u>Case Management and Monitoring</u> – A School Services Manager (SSM) assigned to the school caseload, administers and manages the service, ensures service continuity, monitors adherence to IEP time and SLP assignments completion. The SSM acts as the School Board main focal point for day to day service requirements.	YES	
E. <u>Clinical Outcome Management</u> – A Clinical Service Manager (CSM) assigned to the school caseload, overseeing the students clinical progress towards their IEP goals and the therapy outcome. The CSM works with the SLPs to intervene when and as needed.	YES	
F. <u>Amplio Progress Reports</u> – School staff will have access to progress reports retrieved from AmplioSpeech online platform, based on the SLP session summaries and measurements of the student skill level against the specific IEP goal.	YES	
G. <u>School Progress Reports</u> – AmplioSpeech SLP will prepare progress reports and paperwork per school needs. May require access to and training on the school online special education system.	YES	
H. <u>Assessments, Evaluations and IEP</u> – A certified SLP will provide assessments and evaluation to referrals, prepare the IEP and present it in the IEP meeting.	YES	
I. <u>Medicaid Reports</u> – AmplioSpeech will support school with required information for Medicaid claims.	YES	
J. <u>Tablets and Headsets Loan</u> – Provide tablets and headsets required for therapy and/or practice sessions. The hardware will be returned to AmplioSpeech in good working condition at the end of the term.	PER NEED	

Exhibit "B" – Pricing and Payment Terms

AmplioSpeech offers the following case-based pricing schedule:

Item	Unit	Price per unit
Modules 'A' through 'I' per Exhibit "A"	Per student per school year	\$2,290
Tablets and Headsets Loan	Per tablet and headset per school year	\$200

Payment terms: Net 30 through ACH

Additional terms:

- School year period is 9 calendar months.
- Average of 30 minutes IEP time per student per week (up to 30% of students can have over 30 minutes 1:1 therapy / week IEP time).
- Based on AmplioSpeech therapy model, technology ,practice sessions and student's needs, AmplioSpeech is permitted to rewrite IEP's .
- Minimum caseload of 35 students.

Exhibit "C" – Legal Guardian Consent form

Consent for Digital Speech-Language Therapy

AmplioSpeech Inc. delivers digital speech-language therapy, that optimizes clinical outcomes, combining qualified and trained speech-language pathologists with award-winning technologies. Your child will receive speech-language services by AmplioSpeech. We would appreciate your consent by filling this form.

Date: _____

Email address: _____

Parent / Guardian Full Name: _____

Student Full Name: _____

Student Date of Birth: _____

Student Gender: M/F (please mark)

AmplioSpeech Terms of Service <https://www.ampliospeech.com/terms/>

- I agree to AmplioSpeech Terms of Service
- I do not agree to AmplioSpeech Terms of Service

AmplioSpeech Privacy Policy <https://www.ampliospeech.com/privacy-policy/>

- I agree to AmplioSpeech Privacy Policy
- I do not agree to AmplioSpeech Privacy Policy

More Information

- I would like to receive more information about AmplioSpeech technology and news
- I do not want to receive more information about AmplioSpeech

A copy of your responses will be emailed to the address you provided.

Exhibit "D" – Service Level Agreement

Overview

This document represents a Service Level Agreement ("SLA" or "Agreement") between AmplioSpeech and School for the provisioning of Digital Speech-Language Therapy Services ("Service"). The purpose of this SLA is to ensure the proper elements, understandings and commitments are in place to provide effective and consistent service to School by AmplioSpeech.

AmplioSpeech responsibilities

1. Assign a School Services Manager (SSM) who will lead the implementation project, ensure that AmplioSpeech and School tasks are completed in a timely manner and make sure all parties are coordinated to ensure the Service will start as quickly as possible.
2. Provide technical support available during school hours to assist in troubleshooting technical issues if and when arise.
3. Assign certified, qualified and trained SLPs and/or SLP-As and/or CFYs as needed to satisfy the School required services per this agreement.
4. Provide training to the School Facilitator(s) to perform the tasks required to initiate troubleshoot and contact support as needed.
5. Create the therapy schedule with support from the School, or support the School in creating the therapy schedule.

School Responsibilities

1. Assign a main point of contact for the implementation process, who will ensure School implementation tasks are completed in a timely manner to allow the service to start as planned.
2. Assign a school IT specialist who will set up the required hardware as needed (computers, webcams, headsets, microphones, etc.) and ensure the web-based digital platform address can pass through the School network firewalls.
3. Assign and provide the email address and phone number of each site facilitator, who will help with the logistics of the therapy, ensure students log-in to the therapy and/or practice session at the scheduled time slot and communicate on a daily basis with AmplioSpeech SSM concerning any schedule changes, logistical issues or specific requirements.
4. Four weeks prior to service start day, Provide the caseload information including, but not limited to, number of students, required IEP time and/or sessions frequency for each, parents/guardians contact information, and IEP goals.
5. Work with AmplioSpeech SSM to obtain parents' consent to provide digital speech-language therapy to their child.
6. Provide access to the students IEP software
7. Provide the academic schedule for each student and school year calendar.
8. Provide daily attendance record for AmplioSpeech students

