

AGREEMENT

This Agreement is made as of June 11th 2020 (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. AmplioSpeech holds exclusive usage rights for a unique and proprietary platform for Digital Speech Language Therapy (the "**Platform**").
- B. The parties wish to enter into this Agreement whereby the School Board will be granted one or more licenses to use the Platform as well as purchase the provision of Services (as defined below) by AmplioSpeech to the School Board.

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. **License**. Subject to the terms herein, including the exhibits attached hereto as well as all documentation referenced therein, including the AmplioSpeech's Terms and Conditions and Privacy Policy, AmplioSpeech hereby grants the School Board a non-exclusive, non-transferable, limited and non-perpetual right to use the Platform solely for its intended use in speech-language therapy services in accordance with the provisions of this Agreement and the instructions, specifications and documentation provided by AmplioSpeech and/or accompanying the Platform (the "**License**").
- 2. **Services**.
 - 2.1. During the term of this Agreement, AmplioSpeech shall provide School Board with online digital speech-therapy services that combine the Platform and the Speech-Language Pathologists (each, an "**SLP**"), as described in more detail below (the "**Services**").
 - 2.2. Simultaneously with the execution of this Agreement, the School Board shall execute the Service Level Agreement attached hereto as **Exhibit "B"**.
 - 2.3. 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.
- 3. **Pricing and Payment Terms**. In consideration for the License and the Services, School Board shall pay AmplioSpeech the amounts specified in **Exhibit "A"**, on the dates specified therein and pursuant to the terms therein.
- 4. **Term and Termination**.
 - 4.1. The term of this Agreement will commence on the Effective Date and will continue for a period of 1 year; thereafter the term of this Agreement will be automatically extended for additional periods of 1 year each, unless terminated earlier by either party in accordance with this Agreement.
 - 4.2. Notwithstanding the provisions of the Terms and Conditions, this Agreement may be terminated by either party on delivery of written notice of termination to the other

party, as follows:

- 4.2.1. 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
- 4.2.2. 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.

4.3. Upon termination of this Agreement, for any reason:

- 4.3.1. all rights and license granted to the School Board shall terminate and be of no further force and effect;
- 4.3.2. all amounts owed to AmplioSpeech shall be due and payable immediately; and
- 4.3.3. all Confidential Information shall be returned to the Disclosing Party.

5. **Insurance.** AmplioSpeech will, to the extent required, 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;

6. **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. WITHOUT DEROGATING FROM THE FOREGOING, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL AMPLIOSPEECH'S LIABILITY EXCEED THE AMOUNTS PAID TO AMPLIOSPEECH BY THE SCHOOL BOARD FOR THE 12 MONTH PERIOD PRIOR TO THE APPLICABLE CLAIM.

7. **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 this Agreement and/or the Services for a period of 1 year following termination of this Agreement. If School Board or its affiliate enter into such a relationship or refers SLP to a third party for engagement, School Board agrees to pay AmplioSpeech an amount of \$35,000 for each such SLP.

8. **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.

9. **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.

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

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

12. **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.

13. **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.

14. **Survival.** The provisions of this Agreement and 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, including without limitation, Sections 4.3, 6, 7, 8, 14 and 20 as well as the Terms and Conditions and Privacy Policy.

15. **Entire Agreement.** This Agreement, together with the Exhibits 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.

16. **Amendment.** Except where otherwise stated herein or in the documents referenced in this Agreement or its exhibits, no amendment, modification or alteration of this Agreement shall be valid unless it shall be in writing and signed by the parties hereto.

17. **Assignment.** The School Board may not assign its rights or obligations under this license to any third party without the prior written consent of AmplioSpeech, which shall be at AmplioSpeech's sole discretion. AmplioSpeech may freely assign its rights and obligations hereunder.

18. **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.

19. **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.

20. **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.

21. **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.

22. **Further Assurances.** Each party agrees to execute and deliver any and all such other and additional instruments and documents and do any and all such other acts and things as may be necessary or expedient to effectuate more fully this Agreement and to carry out the business contemplated by this Agreement.

23. **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.

24. **Documents.** The following documents are an integral part of this Agreement and are incorporated herein by this reference.

24.1. AmplioSpeech Terms and Conditions <https://www.ampliospeech.com/terms/>

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

[signature page follows]

In Witness Whereof the parties have signed:

AmplioSpeech, Inc.:

By: _____

Name: _____

Title: _____

School Board or Designee:

By: _____

Name: _____

Title: _____

Exhibit "A" –
fees and other terms for the License and the Services

Item	Unit	Price per unit
AmplioSpeech Online Platform License	Per Active Student (as defined below) per calendar month (i.e. 1 student per license)	N/A
Digital Speech-Language Therapy Service	Per Active Student (as defined below) per school year	\$2,290

Additional terms:

- Payment terms: Invoice Monthly, Net 30 through ACH
- 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.
- Active Student is considered as a student in "Active" status in the Platform.
- Average of 30 minutes IEP time per student per week is assumed for Service.
- Minimum caseload of 35 students is required for the Service.

Exhibit "B" – 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") and licensing of the Platform ("License"). 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 (For Services)

1. Assign a School Services Manager (SSM).
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. Provide the data to support Medicaid claims according to state level requirements. Additional data beyond the minimum requirements may be provided at additional cost.

AmplioSpeech responsibilities (For License)

1. Provide training to use the Platform to school SLP's.
2. Provide technical support available during school hours to assist in troubleshooting technical issues if and when arise.

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 a school facilitator who will help with the logistics of the therapy in each site.
4. 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.
5. 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.
6. Work with AmplioSpeech SSM to obtain parents' consent to provide digital speech-language therapy to their child.
7. Provide access to the students IEP software.
8. Provide the academic schedule for each student and school year calendar.
9. Provide daily attendance record for AmplioSpeech 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)

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