

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT THAT INCORPORATES THIS MASTER SERVICES AGREEMENT (THE "MSA") (THE "ORDERING DOCUMENT"), CUSTOMER (AS DEFINED THEREIN) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MSA. THE ORDERING DOCUMENT AND MSA TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MSA.

Customer and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, 20th Floor, San Francisco, California 94104 ("PresenceLearning") (collectively, "Parties") hereby agree as follows:

1 Services

1.1 Scope of Agreement. This Agreement governs (a) Customer's access to and use of PresenceLearning Technology, which enables qualified clinicians and teachers, including but not limited to special education teachers, speech-language pathologists, psychologists, social workers, counselors, occupational therapists, and appropriately supervised graduate students in accredited programs to become a qualified clinician or teacher (each, a "Clinician") to provide supplemental educational services ("Services") to Customer's Students with identified or suspected special needs ("Students"), and (b) Customer's use of Clinicians to provide Services. "PresenceLearning Technology" consists of software, websites, networks, and equipment made available or used by PresenceLearning pursuant to this Agreement to facilitate Customer's access to and/or use of the Services.

1.2 Services. Services may include but are not limited to the following:

1. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
2. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
3. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
4. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
5. Setup, including equipment and provision of a camera for use with PA and other services if ordered

1.3 Contracted Students. Ordering Document may specify a number of "Contracted Students," which is the number of Students for whom Customer has purchased Services as of the date of the Ordering Document. Customer and PresenceLearning agree that, upon request by any authorized representative of Customer ("Customer Authorized Individual") to serve more students than the number of Contracted Students or to provide additional Services, the terms of Ordering Document will apply, without the need for the Parties to enter into an additional Ordering Document. A request may be made orally, in writing, or by providing PresenceLearning with a student's Individual Education Plan and/or Individual Services Agreement.

1.4 Assessments Commitment. Ordering Document may set forth an "Assessments Commitment," which shall be the minimum number of assessments for which payment is due at the end of the term. If Customer does not purchase the Assessments Commitment during the Initial Term or a Renewal Term, at the end of the term, Customer shall pay an amount equal to the rate applicable to the type of assessment multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Assessments Commitment.

1.5 Psychoeducational Assessments Commitment. Ordering Document may set forth a "Psychoeducational Assessments Commitment," which shall mean the minimum number of Psychoeducational assessments for which payment is due at the end of the term. If Customer does not purchase the Psychoeducational Assessments Commitment during the Initial Term or a Renewal Term, at the end of the term, Customer shall pay an amount equal to the applicable Rate multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Psychoeducational Assessments Commitment.

2 Fees and Payment Terms.

2.1 Fees and Payment. In consideration for the Services, Customer agrees to pay PresenceLearning in accordance with the Rate identified to be charged for each increment of Services in the applicable Service Order, which shall include fees collected on behalf of Clinicians and/or any entity with which they may be affiliated. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided. Customer shall pay all amounts due within thirty (30) days of PresenceLearning's invoice date. Unless mutually agreed to in writing, Customer agrees to accept PresenceLearning's invoice format.

2.2 Setup Fees. Setup fees will be billed in the first invoice of the Term and any Renewal Term on a per student, per Service basis for the number of Contracted Students corresponding to a particular Service. If the number of students receiving a Service exceeds the number of Contracted Students corresponding to that Service, Setup fees will be billed on a monthly basis for the number of students in excess of the greater of (i) the number of Contracted Students or (b) the number of students for whom Setup fees have already been paid during the current Term or Renewal Term.

2.3 Monthly Commitment. "Monthly Commitment" shall mean the minimum dollar payment due each month of the Term, excepting (i) any month prior to the beginning of Services, (ii) the month in which Services begin, and (iii) the month of June ("Monthly Commitment Month"). For each Monthly Commitment Month, Customer shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These amounts will be billed quarterly for the Monthly Commitment Months following the end of the prior calendar quarter, e.g., January, February and March Monthly Commitments will be billed following March 31.

2.4 Disputes. Customer will promptly notify PresenceLearning of any disputed amounts and specify the facts underlying Customer's refusal to pay such disputed amounts no later than twenty (20) calendar days from the date of such invoice (the "Dispute Period"). Unless PresenceLearning receives notice of any such dispute in the form set forth above within such Dispute Period, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. 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 PresenceLearning's reasonable costs of collection.

2.5 Unplanned Student Absence. If Customer cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), Customer agrees to pay PresenceLearning the applicable Rate for the duration of the scheduled session. If Customer has agreed to be billed for a minimum number of hours in a period, e.g., one week, the

duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

3 Inflation Adjustment

Customer agrees that for each successive year after the first school year of Services, all Fees will rise each year at the most recent annual rate of inflation for medical care, rounded up to the nearest dollar, as defined at the following U.S. Government URL, or its successor: http://data.bls.gov/timeseries/CUUR0000SAM?output_view=pct_12mths.

4 PresenceLearning Materials

PresenceLearning will own all rights, title, and interest, including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, Services, designs, know-how, data, software, graphic art, and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or part, by PresenceLearning or its agents or affiliates, which arise out of the performance of Services, except with regard to materials and intellectual property for which PresenceLearning has a license to use, display, host and administer in providing Services. Customer agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided Customer is not in breach of any term of this Agreement, PresenceLearning grants Customer a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which PresenceLearning has the right to so grant solely to assist in the provision of Services in accordance with the terms herein.

5 Indemnification

5.1 Indemnification by Customer. Unless prohibited by law, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by PresenceLearning which directly or indirectly result from, or arise in connection with, any breach of Customer's obligations or representations under this Agreement and/or negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.2 Indemnification by PresenceLearning. PresenceLearning shall indemnify and hold Customer, harmless against any and all claims, demands, damages, liabilities and costs (including 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 PresenceLearning, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.3 Conditions of Indemnification. The obligations set forth in Sections 5.1 and 5.2 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.

6 Limitation of Liability

In no event will PresenceLearning be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if PresenceLearning knew or should have known of the possibility of such damages. PresenceLearning's cumulative liability relating to this Agreement will not exceed the actual fees paid by Customer to PresenceLearning during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. Customer acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations PresenceLearning would not enter into the Agreement.

7 Non-Solicitation

Customer shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any PresenceLearning employee or contractor without PresenceLearning's prior written consent. Customer should contact its account manager with any inquiries concerning the aforementioned. If Customer causes any PresenceLearning employee or contractor to terminate or curtail that individual's relationship with PresenceLearning, and such termination or curtailment results in a loss of business or revenue for PresenceLearning, Customer shall pay a solicitation fee of \$30,000 (the "Solicitation Liquidated Damages Amount") by way of liquidated damages. Customer acknowledges that the actual damages likely to result from breach of this Section 7 are difficult to estimate on the Effective Date hereof and would be difficult for PresenceLearning to prove. The parties intend that Customer's payment of the Liquidated Damages Amount would serve to compensate PresenceLearning for Customer's breach of its obligations under this Section 7, and they do not intend for it to serve as punishment or penalty for any such breach by Customer.

8 Term and Termination

8.1 Initial Term. This Agreement shall be in effect during the Term specified in the Ordering Document ("Initial Term") unless terminated on forty-five (45) days written notice by either party.

8.2 Renewal. This Agreement shall automatically renew on an annual basis (each a "Renewal Term") unless (a) terminated in accordance with Section 8.1 or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the Initial Term or a Renewal Term.

8.3 Survival. Upon the expiration or termination of this Agreement for any reason, all amounts owed to PresenceLearning under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 8, Sections 4 through 7 and 10 through 18 will survive any expiration or termination of this Agreement.

8.4 Liquidated Damages for Improper Termination. For the avoidance of doubt, termination of this Agreement by Customer prior to the expiration of its then-current term except in accordance with Section 8.1 shall be considered a breach of this Agreement and Customer shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of Students who have received services in the 60 days before termination or (b) the number of Contracted Students (the "Termination Liquidated Damages Amount") by way of liquidated damages. Customer acknowledges that the actual damages likely to result from breach of this Section 8 are difficult to estimate on the Effective Date hereof and

would be difficult for PresenceLearning to prove. The parties intend that Customer's payment of the Liquidated Damages Amount would serve to compensate PresenceLearning for Customer's breach of its obligations under this Section 8, and they do not intend for it to serve as punishment or penalty for any such breach by Customer.

9 Disclaimer of Warranties

Except as otherwise set out herein, the Services are provided "as is" without any warranty and, except as provided herein, PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

10. Confidentiality

10.1 Non-Disclosure of Confidential Information. Customer understands that it may receive confidential and proprietary information relating to PresenceLearning's business, and also confidential and proprietary information of third parties other than Customer, including but not limited to information and materials relating to assessments, (collectively, "Confidential Information") in the course of the provision of Services. Customer agrees that the proprietary information relating to PresenceLearning's business is confidential and is the sole, exclusive and extremely valuable property of PresenceLearning. Customer agrees that it will keep confidential the Confidential Information which it receives or to which it has physical or digital access pursuant to this Agreement. Customer also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any Customer's breach of confidentiality and that PresenceLearning shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the Customer in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity.

10.2 Permitted Disclosure. Notwithstanding any other provision in this Agreement, Customer may disclose Confidential Information as defined in Section 10.1 or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, Customer will notify PresenceLearning promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit PresenceLearning to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

10.3 FERPA/HIPAA. PresenceLearning understands that it may receive confidential information concerning Students protected by the federal Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act, Privacy and Security Standards (HIPAA). PresenceLearning will comply with applicable requirements established by FERPA and/or HIPAA, including the implementation of safeguards designed to prevent unlawful disclosure of protected information.

11 Student Benchmarking Data

If Customer collects benchmarking data at the individual or school level, Customer shall provide PresenceLearning with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by Section 10 of this Agreement or applicable law, PresenceLearning may store indefinitely, use and publish deidentified benchmarking data.

12 Governing Law

This Agreement will be governed by the laws of the State of California (without giving effect to any conflict of laws principles that provide for the application of the law of another jurisdiction).

13 Customer Representations and Warranties

13.1. Customer hereby represents and warrants to PresenceLearning as follows: (i) Customer has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Customer has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Customer, (iv) this Agreement constitutes the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Customer is a party or any terms or provisions thereof.

13.2. Customer hereby represents and warrants that, prior to receiving Services, it will provide PresenceLearning with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec/>, and other conditions as set forth by PresenceLearning. If Customer does not provide PresenceLearning with the specified conditions, as determined by PresenceLearning in its sole discretion, within 30 days of the beginning of an Initial Term or Renewal Term, PresenceLearning does not guarantee sufficient clinician availability to provide required Services.

13.3. Customer hereby represents and warrants that it will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes PresenceLearning or Clinicians from complying with any applicable law.

13.4. Customer hereby represents and warrants that any Customer Authorized Individual has the authority to enter into an Ordering Document for the provision of Services.

13.5. Customer represents that it has verified the accuracy, completeness and appropriateness of all Students' medical, educational, demographic, disciplinary, and therapeutic-related information ("Student Records") prior to Customer's providing PresenceLearning with access to such Student Records. Customer acknowledges and agrees that the professional duty to educate, supervise and treat the Students lies solely with Customer, and that the provision of Services in no way replaces or substitutes for the professional judgment of Customer or a Clinician.

13.6. Customer acknowledges that PresenceLearning is not a healthcare provider or Clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of Student Records made available to it pursuant to this Agreement.

14 PresenceLearning Representations and Warranties

PresenceLearning hereby represents and warrants to Customer as follows: (i) PresenceLearning has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) PresenceLearning has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of PresenceLearning, (iv) this Agreement constitutes the legal, valid and binding obligation of PresenceLearning, enforceable against Customer in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which PresenceLearning is a party or any terms or provisions thereof.

15 Research

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

16 Independent Contractor

The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

17 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 San Francisco, California.

18 Miscellaneous

The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement do not affect its interpretation.

19 Assignment

PresenceLearning's rights and obligations under this Agreement will bind and inure to the benefit of its successors and assigns.

20 Amendment

This Agreement may only be amended by the mutual written consent of the Parties.

21 Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the Services, and supersedes all prior or contemporaneous agreements and understandings between the Parties relating to the Services.

Service Order Form

1. Services

Service Type	Student Quantity	Service Rate
SLP Services	50	\$85.79
OT Services	0	\$85.79
BMH Services	0	\$85.79
Setup Fee	50	\$25.00

2. Assessments

Service Type	Student Quantity	Service Rate
SLP Assessment	12	\$412.90
OT Assessment	0	\$412.90
BMH Assessment	0	\$550.90
Assessment Bilingual SLP/OT	0	\$550.90
Screenings by SLP	0	\$55.90
Screenings by OT	0	\$55.90
Screenings by MHP	0	\$55.90
Screenings by SLP BI	0	\$100.90
Evaluation Review of Records by SLP	0	\$357.90
Evaluation Review of Records by OT	0	\$357.90
Evaluation Review of Records by BMH	0	\$357.90

3. Psychoeducational Assessments

Service Type	Student Quantity	Service Rate
Evaluation Coordination and Reporting	0	\$250.90
Review of Records by School Psychologist	0	\$250.90
Cognitive Selected Index	0	\$125.90
Neuro Processing Selected Index	0	\$125.90
Achievement Selected Index	0	\$125.90
Rating Scale Assessment	0	\$125.90
Classroom Observation	0	\$100.90
Achievement Standard Battery	0	\$250.90
Cognitive Standard Battery	0	\$250.90
Additional Assessment by School Psychologist	0	\$250.90
Standard Neuro Processing Battery	0	\$250.90
Additional Requested Meetings	0	\$100.90
School Psych Consultation	0	\$90.00
Translation Services	0	\$225.90

Document Camera	\$85.00 (each)
-----------------	----------------

Service Order Form

Contracted Students	50
---------------------	----

Assessments Commitment	12
------------------------	----

Monthly Commitment*	\$8,797.95	105 hours at \$83.79
December Commitment*	\$5,865.30	70 hours at \$83.79

*This is the monthly minimum amount you will be invoiced during the contracted period.

Term	August 1, 2018 through June 30, 2019
------	--------------------------------------

Modified Terms

Section 2a. Fees and Payments is revised so that "Customer shall pay all amounts due within forty-five (45) days of PresenceLearning's invoice date.

In consideration of the services set forth in the Service Order during the Term, Customer will pay no more than \$114,750.00.



PresenceLearning

Service Order Form

LEA Name and Contact Information

Name: Paso Robles Joint Unified School District

Address: 800 NIBLICK RD PASO ROBLES, CA

LEA Primary Point of Contact

Name: Amber Gallagher

Email Address: agallagher@pasoschools.org

LEA Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Lauren Van Burkleo

Email Address: lauren.vanburkleo@presencelearning.com

Service Order Form

1. Services

Service Type	Student Quantity	Service Rate
SLP Services	50	\$85.79
OT Services	0	\$85.79
BMH Services	0	\$85.79
Setup Fee	50	\$25.00

2. Assessments

Service Type	Student Quantity	Service Rate
SLP Assessment	12	\$412.90
OT Assessment	0	\$412.90
BMH Assessment	0	\$550.90
Assessment Bilingual SLP/OT	0	\$550.90
Screenings by SLP	0	\$55.90
Screenings by OT	0	\$55.90
Screenings by MHP	0	\$55.90
Screenings by SLP BI	0	\$100.90
Evaluation Review of Records by SLP	0	\$357.90
Evaluation Review of Records by OT	0	\$357.90
Evaluation Review of Records by BMH	0	\$357.90

3. Psychoeducational Assessments

Service Type	Student Quantity	Service Rate
Evaluation Coordination and Reporting	0	\$250.90
Review of Records by School Psychologist	0	\$250.90
Cognitive Selected Index	0	\$125.90
Neuro Processing Selected Index	0	\$125.90
Achievement Selected Index	0	\$125.90
Rating Scale Assessment	0	\$125.90
Classroom Observation	0	\$100.90
Achievement Standard Battery	0	\$250.90
Cognitive Standard Battery	0	\$250.90
Additional Assessment by School Psychologist	0	\$250.90
Standard Neuro Processing Battery	0	\$250.90
Additional Requested Meetings	0	\$100.90
School Psych Consultation	0	\$90.00
Translation Services	0	\$225.90

Document Camera	\$85.00 (each)

Service Order Form

Contracted Students	50
---------------------	----

Assessments Commitment	12
------------------------	----

Monthly Commitment*	\$8,797.95	105 hours at \$83.79
December Commitment*	\$5,865.30	70 hours at \$83.79

*This is the monthly minimum amount you will be invoiced during the contracted period.

Term	August 1, 2018 through June 30, 2019
------	--------------------------------------

Modified Terms

Section 2a. Fees and Payments is revised so that "Customer shall pay all amounts due within forty-five (45) days of PresenceLearning's invoice date.

In consideration of the services set forth in the Service Order during the Term, Customer will pay no more than \$114,750.00.

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Contract (MC) available at <https://www.presencelearning.com/tc/ca/>, which is incorporated herein by reference. This Service Order and the MC together constitute the entire agreement between PresenceLearning and LEA governing the services and products referenced above (the Agreement), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MC, this Service Order shall govern. The signatory below represents that he or she has the authority to bind LEA to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of August 1, 2018 (Effective Date).

PresenceLearning, Inc.

LEA

By:

By: Paso Robles Joint Unified School District

Name:

Name: Brad Pawlowski

Title:

Title: Chief Business Officer

Date:

Date: