



eLuma Services Agreement ("ESA")

This Services Agreement ("Agreement") along with its accompanying exhibits and addenda (the "Exhibits and Addenda") is entered into by and between the Partner and eLuma, LLC, a Utah Limited Liability ("eLuma"). eLuma and Partner may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **SERVICES.** eLuma will make available to Partner credentialed and qualified clinicians and educators, including but not limited to speech-language pathologists, occupational therapists, social workers, counselors, psychologists, physical therapists, and special educators (each, a "Clinician") to provide therapy and instructional services (the "Services") to Partner students (the "Students") with identified or suspected special needs. Services will be provided in accordance with Addendum 1 Order Form ("Order Form") and may include but not be limited to:

1. Therapy services; Instructional services; consultation and collaboration with teachers, parents and Partner; assessment services; administrative and billing work; pre- and post-assessment and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in Partner meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by Partner and eLuma; and
2. Services will be provided via video conference technologies, unless otherwise specified, and in accordance with Addendum 1 Order Form attached hereto.
3. Expert Implementation. eLuma will provide service and software implementation help through a proven and remote implementation process based on years of experience. Implementation services may include assistance with student and site selection, technical configuration, facilitator training, scheduling, administrator orientation, school principal orientation, school staff and therapist orientation, coordination and training for school IT department, parent orientation, and eLuma platform training. Partner may order an onsite implementation for an additional fee depending on Partner requirements.

2. **SOFTWARE.** eLuma will provide one complimentary license access to its proprietary platform, including video conferencing, for each therapy station. Each additional software license for Partner administrators and staff ("Software Licenses") shall be purchased in accordance with the Order Form.

3. **VALUE ADDED SERVICES.** eLuma may provide an onsite and qualified System Administrator who physically works at the designated sites where Services take place (or online with virtual schools) in order to coordinate scheduling, facilitate therapy sessions, collaborate with and provide training to school staff and administration, and ensure that Services are executed in a successful manner ("Value Added Services") for an additional fee and in accordance with the Order Form.

4. **TERMS AND CONDITIONS.** Partner agrees that the Services, Software, and Value Added Services shall be provided in accordance with the Terms and Conditions (Exhibit A), Site and Delivery Requirements (Exhibit B), and Order Form (Addendum 1), detailing that which is to be provided and the fees for such. Exhibits A and B and Addendum 1 are herein incorporated by reference and collectively comprise the terms and conditions of this Agreement. The signature on Addendum 1 Order Form is considered legal and binding for this Agreement.

Terms and Conditions

1. **TERM.** The Term of this Agreement shall commence on the date first written in Addendum 1 Order Form (the "Start Date") and will end on the Contract End Date ("Termination Date") written into the Order Form ("Term"). This Agreement will automatically renew each year on the Termination Date unless the Agreement has been terminated as stipulated herein. The new Termination Date will automatically advance one (1) additional year accordingly.

2. **FEES AND PAYMENT.** Partner shall be responsible for paying eLuma in accordance with the applicable Order Form, Addendum 1 that has been signed and attached hereto. Partner further agrees to pay the full amount in the Order Form regardless of whether Partner elects to utilize the full allotment of licensed services and software. In the event that eLuma provides additional Services or Software, which have been requested by Partner in writing, eLuma shall be entitled to bill Partner for those additional services. Services cover the regular school year, and Extended School Year ("ESY") services can be made available for an additional fee. Partner agrees to pay eLuma all amounts due within thirty (30) days of eLuma's invoice date. All Service Fees shall be annualized and prorated based on the months remaining through the last day in June of each school year and paid monthly throughout the duration of the Term. Sales tax and credit card processing fees will be charged separately, if applicable, and are not included in the fees outlined in the Order Form.

Partner may elect to pay the total minimum fees as listed in the Order Form within thirty (30) days of signing this Agreement, and eLuma will provide a three percent (3%) discount on the minimum fees due. Alternatively, if Partner's payment is postmarked within 10 days of eLuma's invoice date, the Partner may voluntarily reduce payment for the invoice by one percent (1%).

Late invoices will accrue interest of two percent (2%) per month or the maximum rate permitted by law. If payment is not postmarked within 60 days of the invoice due date, the Partner will be solely responsible for all fees incurred during the collections process, including but not limited to attorney fees and costs, collection fees, court costs, or any other cost which eLuma incurs. If Partner refuses to pay, eLuma reserves the right to withhold all Services and Software access until all outstanding invoices are paid in full. If Partner believes that eLuma has billed Partner incorrectly, Partner must contact eLuma no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors. Unless eLuma receives notice of any errors, the invoice amount will be due 30 days from eLuma's invoice date.

3. **INFLATION ADJUSTMENT.** Partner acknowledges and agrees that for each successive year after the first school year of Services and Software, eLuma may determine at its discretion to raise all Fees each year at the most recent annual rate of inflation, rounded to the nearest half dollar (\$0.50) as defined here, or any other U.S. Government URL outlining such increases: http://data.bls.gov/timeseries/CUUR0000SAM?output_view=pct_12mths

4. **CLINICIAN AVAILABILITY.** eLuma will use its best efforts to provide the Services throughout the Term. If the Partner does not sign the Order Form within thirty (30) days of receipt, eLuma cannot guarantee all of the clinician availability for required Services.

5. **NON-SOLICITATION.** Partner will not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit any eLuma employee or contractor without eLuma's prior written consent.

6. **INDEMNIFICATION.** eLuma agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Partner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the eLuma's gross negligent performance of professional services under this Agreement and that of anyone for whom the eLuma is legally liable.

The Partner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the eLuma, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent related to: (a) Partner's use of the Services in violation of this Agreement, or (b) any breach or violation of this Agreement by Partner and/or its contractors, subcontractors or consultants.

Neither the Partner nor the eLuma shall be obligated to indemnify the other party in any manner whatsoever for the other Party's negligence.

7. **INSURANCE.** eLuma shall procure and maintain Commercial General Liability insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate. eLuma shall also procure and maintain Professional Liability insurance for \$1,000,000 per occurrence and \$2,000,000 aggregate. Both General and Professional liability insurances will be procured and maintained for the duration of this Agreement.

8. **REPRESENTATIONS & WARRANTIES.** eLuma represents and warrants that any employee and/or independent contractor of the eLuma is duly qualified and if necessary, licensed to provide the Services. eLuma further represents and warrants that any employee and/or independent contractor of the eLuma will follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of Services.

Partner represents and warrants that it has been duly authorized, licensed, and/or chartered to operate in its capacity as an educational institution or other institution that serves STUDENTS. Partner further represents and warrants that any employee and/or independent contractor of the Partner will follow all local, state, and federal laws and regulations and industry standards and practices that may apply to its capacity as an educational institution or other institution that serves STUDENTS.

9. **DISCLAIMER & WAIVER OF WARRANTIES.** Except as expressly set forth in this Agreement, the Services and Software to be purchased under this Agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.

10. **NOTICES.** Notices required under this Agreement shall be in writing and may be delivered by hand, by facsimile transmission, by certified mail with return receipt requested, or by overnight courier service to the individuals listed in the Order Form, Addendum 1. Notice shall be deemed received, and therefore effective, upon delivery if by hand, upon verbal confirmation of receipt if by facsimile transmission, two days after mailing if by certified mail, or one day after pickup if by overnight courier service.

11. CONFIDENTIALITY

11.1 **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information disclosed under this Agreement by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of eLuma whether or not so designated upon disclosure or confirmed in writing: (i) eLuma pricing; (ii) eLuma Pre-Existing Technology and eLuma Work Product and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data, test results or error or bug information provided by eLuma to Partner under this Agreement or otherwise obtained by Partner from use or examination of the deliverables. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.2 NONUSE AND NONDISCLOSURE. The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

11.3 MAINTENANCE AND CONFIDENTIALITY. The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that eLuma's continued access to Partner's Confidential Information which is required for the Services will be deemed a Partner Obligation.

12. DEFAULT AND TERMINATION. This Agreement may be terminated under the following circumstances:

1. Prior to the expiration of the Term by mutual written agreement of the Parties.
2. By either party by written notice sixty (60) or more days prior to the Termination Date, terminating the Agreement as of the Termination Date.
3. By either party if the other party fails to perform any material obligation and such failure continues for a period of fifteen (15) days after receipt by the breaching party of written notice from the non-breaching party specifying such default.
4. Immediately upon written notice of eLuma, if Partner requests any action which eLuma deems to be unethical, illegal, or otherwise not conforming with the professional standards expected in the individual therapist profession.

Any termination of this Agreement shall not affect eLuma's rights to payments due to it. Sections 5, 6, 8, 9, and 11 shall survive the termination of this Agreement.

13. APPLICABLE LAW. The Agreement shall be governed by the laws of the State of Utah.

14. AGREEMENT & MODIFICATION. This Agreement embodies the entire understanding between the parties and supersedes all prior agreement and understanding relating to the matters provided for herein. Any modifications to this Agreement are valid and binding only if made in writing and signed by both parties.

15. DISPUTE RESOLUTION. Any dispute, controversy, or claim arising out of or relating to this Agreement, including a breach of this Agreement, will be settled by binding arbitration. Any such arbitration will be held in Salt Lake County, Utah. Both parties will equally bear any fees and administrative costs associated with the arbitration.

16. SEVERABILITY. The provisions of this Agreement are severable. If a court determines any provision of this Agreement to be illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the parties that this Agreement be enforced to the fullest extent permitted by law.

17. FORCE MAJEURE. Neither party will be responsible for any failure to fulfil its obligations in this Agreement due to causes beyond its reasonable control, including without limitation, computer viruses, bugs, tampering, unauthorized intervention, fraud, communications line failure, acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

18. TRAVEL EXPENSES. Partner shall reimburse eLuma for the travel expenses (i.e., business class airfare, lodgings, mileage at the current federal mileage rate, meals and local transportation) incurred by eLuma personnel in connection with trips pre-approved in writing and undertaken at the Partner's request or for the purposes of meeting with the Partner.

19. SERVICES STARTED BY DATE. Therapy Services will start no later than 42 calendar days (6 weeks) from the date this Agreement is signed or the first day of the School Year, whichever comes last ("Services Started By Date"). Implementation starts immediately following the signing of the Agreement, and both parties will work together in good faith to begin services as soon as possible. On average, eLuma implementations take no more than four (4) weeks, and services can and should start as soon as possible. If Partner is not ready by the Services Started By Date, eLuma is entitled to full payment in accordance with the signed Agreement, and Partner will not be entitled to compensatory Therapy Services for the time period following the Services Start By Date during which Partner was not ready to implement the Therapy Services. If eLuma is not ready to start by the Services Started By Date, the Partner has one week to elect in writing one of the following options: 1) compensatory time be provided to assigned students or 2) eLuma calculates a prorated credit that will be applied to future orders. If the Partner elects compensatory time in writing, eLuma cannot guarantee the same clinician or schedule availability to provide compensatory time. However, eLuma will work to provide compensatory services to assigned students in a reasonable time frame and in coordination with the Partner.

20. INDEPENDENT CONTRACTOR STATUS. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership or joint venture. Neither Party has authority to enter into contracts on the other Party's behalf.

Exhibit B

Site and Delivery Requirements

eLuma and Partner agree to meet the following requirements, as specified, to facilitate timely and efficient delivery of Services and Software in accordance with this Agreement. Parties agree to diligently meet requirements and will use best efforts to fulfill them with expedience and on a coordinated basis with the other Party. In the event that Partner fails to meet any of the requirements listed herewith, eLuma shall not be deemed responsible for failure to deliver Services dependent on the fulfillment of these requirements.

1. SITE REQUIREMENTS. Partner agrees to provide and maintain a specially designated location(s) ("Site(s)") to which eLuma may deliver Services for the Partner. The Site designated by the Partner must have an area that is quiet, confidential, and relatively free of distraction. Partner also agrees to provide an adult supervisor at the Site whenever the services are being delivered. Partner will also ensure that the following items are available and/or provide working computers, audio devices, microphone devices, webcams, high speed Internet, appropriate desk and chairs (properly sized), and other equipment required for Services ("Equipment") for the Sites.

2. THERAPY SPECIFIC MATERIALS. From time to time, it may be necessary for the Partner to provide additional materials and equipment for therapy services to be effective ("Materials"). These Materials may include writing utensils, paper, theraputty, gym mats, yoga balls, exercise bands, clothespins, and more depending on the service being delivered. The Partner will be responsible to pay for Materials, and both Parties will work together in good faith to ensure that Students have the Materials they need to participate effectively in Services.

3. IMPLEMENTATION SETUP. Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

To facilitate a fast and effective implementation, eLuma will be responsible for the following:

1. Assigning an implementation specialist who will lead the implementation project, ensure that eLuma and Partner tasks are completed in a timely manner, and make sure all parties are coordinated so that Services and Software access can begin as quickly as possible.
2. Assigning an information technology specialist who will assist with Site(s) configuration and setup in accordance with the Services and Software outlined in this Agreement.
3. Recruiting, hiring, onboarding and credentialing, training, and staffing the Partner needs as outlined in this Agreement.
4. Providing a copy of the fully executed Agreement, signed W-9, and the Professional and General Liability insurance to Partner upon request.
5. Training adult supervisors (also known as "Facilitators") and creating a one-page document for each Site's Facilitator including, but not limited to:
 1. Logging into the eLuma's software system.
 2. Turning on the webcam, microphone, and audio.
 3. Basic troubleshooting webcam, microphone, and audio issues.
 4. How to contact the technical support team.
6. Creating the therapy schedule with the support of the Partner, or support the Partner in creating the therapy schedule.
7. Ordering and shipping Equipment upon the request of the Partner and invoicing in accordance with this Agreement.

To facilitate a fast and effective implementation, Partner shall be responsible for the following before or during the implementation process with eLuma:

1. Assigning a main point of contact ("Implementation Champion") for the Partner during implementation. The Implementation Champion will ensure that Partner tasks are completed in a timely manner and that the implementation stays on schedule.
2. Assigning an Information Technology specialist and providing a phone number and email in order to set up working computers, webcams, microphones, audio, and/or Ethernet connections at each Site used in conjunction with Services.
3. Providing caseload information including, but not limited to the number of Students requiring Services, minutes of Services, and group therapy session size. (Note: groups sessions are not to exceed four (4) Students at a time and no more than two (2) Students per computer.)
4. Providing the name(s) of each Site and Facilitator for each Site where Services will take place, along with each Facilitator's best phone number and email address.
5. Providing access to Student Individualized Education Plans ("IEPs") by software access, fax, or password protected pdf.
6. Providing current copies of the academic calendar, along with special scheduling considerations.
7. Providing support in creating the therapy schedule.

4. DELIVERY REQUIREMENTS. Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

To facilitate successful delivery of Services, eLuma shall be responsible for the following:

1. Providing Services through its secure video conferencing software, Software, and Value Added Services in accordance with this Agreement.
2. Providing Services in an efficient and timely manner.

To facilitate successful delivery of Services, the Partner shall be responsible for the following:

1. Using its best efforts to communicate and deliver information in a timely manner.
2. Using its best efforts to execute implementation requirements in a timely manner.
3. Providing a list of Students who will receive Services from eLuma.
4. Providing the necessary space and equipment for the Services (not applicable for virtual schools).
5. Providing access to Student IEP files and other related documentation that will be necessary to provide Services.
6. Providing a Facilitator at each Site where services take place in order to help with, but not limited to:
 1. Taking Students to and from the Site where Services take place.
 2. Helping the Students log into the computer and video conferencing platform, putting on the headset, etc.
 3. Ensuring the computer is properly connected to the video conferencing platform and contacting the Clinician or eLuma Tech Support if necessary. Any use of eLuma's technical services via remote control desktop shall be governed by the Technical Support Terms and Waiver of Liability attached hereto Exhibit C.
 4. Reporting any technology issues are reported and fixed.
 5. Providing support for Student as requested and under the direction of the Clinician.
 6. Assisting in the process of scheduling and communicating general expectations with school staff and therapists and eLuma Clinicians.
7. Providing Student' school schedules.
8. Ensuring compliance with state and federal special education laws and regulations.

5. SUPERVISION. If the Partner contracts with eLuma to supervise clinical assistants, including but not limited to speech-language pathology assistants ("SLPA") and certified occupational therapy assistants ("COTA"), Partner agrees to ensure that each assistant will:

1. Have the necessary education and training.
2. Meet state and/or American Speech Hearing Language Association ("ASHA") or American Occupational Therapy Association ("AOTA") guidelines for SLPA or COTA code of ethics, duties, and responsibilities.
3. Follow treatments plans approved by the supervising speech-language pathologist ("SLP") or occupational therapist ("OT").
4. Not administer standardized or non-standardized diagnostic tests.
5. Not participate in IEP meetings, case conferences, parent meetings without the supervising SLP or OT present.
6. Not represent themselves as an SLP or OT.

Partner also agrees that eLuma clinicians will:

1. Participate in training the SLPA or COTA.
2. Make clinical and treatment decisions.
3. Prepare a treatment plan for each Student that the SLPA or COTA works with.
4. Sign all formal documents and review SLPA or COTA session notes.
5. Provide direct and indirect supervision as required by the state and/or ASHA or AOTA guidelines.

Exhibit C

Technical Support Terms and Waiver of Liability

Partner, and/or one of Partner's employees, contractors or staff members (collectively, the "Partner Group") may, from time to time during the term of the Agreement, request eLuma, Inc ("eLuma") to provide technical services via remote control desktop support (the "Services") to computers owned by or leased/licensed to Partner Group. Any such request shall be subject to the following terms and conditions, which Partner Group expressly acknowledges and accepts.

Partner Group hereby authorizes eLuma to provide the Services. Partner Group certifies that it is the owner of, or the lessee/licensee of, the computer being presented for the Services. Partner Group understands that eLuma will have partial or fully unrestricted access to gain access to the computer as well as the contents on the network. Partner Group understands that the backup of any necessary data is its responsibility.

Partner Group understands that no verbal or written warranty, expressed or implied, is offered on the Services rendered by eLuma. To the extent permitted by law, eLuma specifically disclaims any and all statutory or implied warranties, related to or arising in any way out of the Services and these terms, including any implied warranty or merchantability or fitness for a particular purpose.

In no circumstances shall eLuma, its affiliates, or any of their respective officers, directors, shareholders, agents, employees, contractors or licensors (the "eLuma Parties") be liable for any direct, indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including without limitation system damage, loss of data, loss of use of equipment or facilities, interruption of business, loss privacy, loss of revenue, loss of profits, loss of use or other economic advantage) arising out of, or in any way connected with, (i) the Services provided by eLuma, (ii) any interruption to use of the Services, or (iii) any content obtained from or through the Services, even if the eLuma Parties from which damages are sought have been previously advised of the possibility of such damages.

Partner Group hereby authorizes the eLuma Technical Support Team to perform the Services, and Partner Group understands and agrees to the terms and conditions stated above.