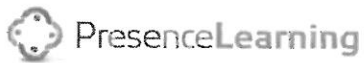


PresenceLearning Consulting Services Agreement

This Consulting Services Agreement ("Agreement"), issued on **August 10, 2012** ("Issue Date"), is entered into as of **August 27, 2012** (the "Effective Date") by and between PresenceLearning, Inc., a Delaware corporation ("PresenceLearning") and **Santa Barbara Unified School District**, with its principal place of operation in **Santa Barbara, CA** (together with its agents, employees, and affiliates, "Partner"). PresenceLearning and Partner are referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** PresenceLearning will provide consulting services to Partner relating to the provision of speech and language therapy services as mandated by State and Federal law to Partner's students as defined in Exhibit A (the "Services"). The Services will be provided according to the schedule set forth in Exhibit A. Partner shall provide PresenceLearning with the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B.
2. **Fees and Payment Terms.** In consideration for the Services, Partner agrees to pay PresenceLearning in accordance with the fee schedule set forth on Exhibit A. All fees generated from Services performed by PresenceLearning shall be considered earned as work is performed. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided. PresenceLearning shall invoice Partner in accordance with the schedule established in Exhibit A. Partner shall pay all amounts due within thirty (30) days of PresenceLearning's invoice date. 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.
3. **Term and Termination.** This Agreement shall be in effect as of the Effective Date and shall continue until the last day of the Partner school year, unless previously terminated in accordance with the terms of this Section 3 (the "Effective Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification. 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 3, Sections 4 and Sections 6 through 11 will survive any expiration or termination of this Agreement. This agreement shall be renewable at the end of the Effective Term for two successive annual terms of the Partner school year unless either party gives written notice of its intention not to renew 90 days before expiration of the current term.
4. **PresenceLearning Materials.** PresenceLearning retains all right, title, and interest to any materials and intellectual property that it develops or provides as part of Services. Partner agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials.

5. **Disclaimer of Warranties.** The Services are provided “as is” without any warranty and PresenceLearning expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.
6. **Limited Guarantee of Therapist Availability.** If this Agreement is not signed by Partner within thirty (30) calendar days of the Issue Date, PresenceLearning does not guarantee sufficient speech-language pathologist (SLP) availability to provide required Services. If this Agreement is signed by Partner within 30 days of the Issue Date, PresenceLearning does guarantee sufficient SLPs to provide required Services.
7. **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 \$1,000. Partner acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.
8. **Indemnification.** Partner agrees to indemnify and hold harmless PresenceLearning, its officers, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Partner, its officers, agents, or employees in connection with the Services.
9. **Confidentiality.** Partner understands that it may receive confidential and proprietary information relating to PresenceLearning’s business. PARTNER agrees that the PresenceLearning proprietary information is confidential and is the sole, exclusive and extremely valuable property of PresenceLearning.
10. **Research.** Partner hereby grants PresenceLearning permission to use its name for research and marketing purposes including, but not limited to, press releases, customer lists and referrals. Partner also agrees to participate with PresenceLearning in a case study of student and program outcomes. Partners agree to collaborate on surveys for research purposes, including but not limited to teacher, SLP, student, and parent feedback. PresenceLearning agrees to compose and fund a press release focused on Partner’s implementation of Services, which Partner will view prior to publication.
11. **Arbitration.** The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, California.
12. **Assignment.** PresenceLearning’s rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

PresenceLearning, Inc

Partner

By:

By:

Title: Co-CEO

Title:

Date:

Exhibit A: Services, Schedule, And Fees

1. **Services.** PresenceLearning will make available to Partner qualified speech-language pathologists (each, an "SLP") to provide both direct and indirect speech and language therapy services, all of which are to be delivered remotely or via the web, to Partner students with identified or suspected special needs, including, but not limited to:
 - a. consultation and collaboration with teachers, parents and Partner; pre- and post-assessments 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 PresenceLearning.
2. **Schedule and Location of Services.** Services will be provided exclusively via computer or telepractice.
3. **Summary of Scope of Work.** PresenceLearning understands the scope of Services to be provided as follows:
 - a. Services for at least **200** students ("Students") during the Effective Term of this Agreement.
 - b. \$1,576 annual fee per student ("Annual Student Service Rate").
 - c. Maintenance & Support Fee of **\$50** per student. ("Maintenance & Support Fee")
4. **Fees.** In exchange for the Services, Partner agrees to pay PresenceLearning according to the following schedule:

Service Payments	<p>PresenceLearning shall invoice Partner three times during 2012-13. Invoices shall be sent on the following dates:</p> <ul style="list-style-type: none"> • September 15th, 2012 • December 31, 2012 • March 31, 2013 <p>The Student Service fee shall be \$525.33 per student assigned to PresenceLearning as of the date of the invoice. If additional students are assigned to PresenceLearning within the subsequent 60 days following each invoice date, the subsequent invoice shall include an additional \$525.33 fee for each student added during the 60 day period.</p> <p>The total charges for 2012-13 for a student assigned to PresenceLearning shall not exceed \$1,576.</p>
Minimum Students	<p>No invoice for 2012-13 shall represent a fee based on fewer than 160 students unless both Parties agree in writing that the reason for a lower number of students is due to completion of IEP goals or due to student departures from Partner's speech language pathology program.</p>
Maintenance & Support Fee	<p>Partner agrees to pay \$50 per student who receives Services for an initial total of \$10,000. This payment shall be invoiced on September 15.</p>
Computer Purchase Credit	<p>PresenceLearning agrees to provide Partner with a one-time only credit of \$6,291 for the purchase of new computers. This credit shall be applied to the first invoice sent by PresenceLearning to Partner.</p>
Cancellation	<p>Partner agrees to pay PresenceLearning for Services that are scheduled with</p>

Policy	PresenceLearning, but not cancelled with at least 24 hours advance notice.
Equipment	PresenceLearning shall provide Partner with up to 12 sets of suitable headsets provided at no expense to client. Additional sets can be purchased at \$100 per set.

Exhibit B: Environment, Equipment, and Supervision

Partner shall provide PresenceLearning with the below. PresenceLearning will not begin services until all of the below criteria are met in order to ensure student success:

1. Computer Set-Up.

- a. Each speech station must have a computer with a dual core processor
- b. A broadband internet connection with >900KBps upload speed. If Internet speeds are not sufficient to support PresenceLearning's platform at any site, PARTNER may elect to purchase a suitable wireless 4G card from PresenceLearning for \$700 per unit per year.
- c. Chrome browser must be installed on the computer at each speech station
- d. Whitelist all domains containing the following from all web filters:
*.presencelearning.com, *.acrobat.com, *.adobe.livecycle.com
- e. A phone with speaker-phone capability in the immediate vicinity of the computer where service is delivered, to be used as a back up means of communication

2. Environment.

- a. A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting
- b. Ample lighting that shines either (i) from above the student or (ii) directly on the face of the student but not (iii) from behind the student and directly into the webcam.
- c. Privacy screens or other equipment may be necessary to guarantee privacy

3. Supervision.

- a. A suitable number of Partner paraprofessionals (or parents) to provide the below services. Additional services may or may not be required
- b. Transporting the student to/from the telepractice session
- c. Assisting the student with technology set-up (e.g., attaching the headset to the computer)
- d. Ensuring that the conferencing connection with remote SLP is functioning. Contacting the SLP via phone if necessary
- e. Remaining in the sessions to ensure that any technology glitches are reported and fixed
- f. Providing cues, prompts, and models for the student upon SLP direction
- g. Helping relay information between the school staff and the SLP related to scheduling, absences, or school functions
- h. The paraprofessional shall act under the direction of the PresenceLearning SLP, except in the event of emergency