

TERAPY SERVICES AGREEMENT

This SERVICE AGREEMENT is entered into on 7/11/2017 1:03 PM , by and between Palouse Prairie Charter Schc, located at 1500 Levick Street ,Moscow, ID 83843,US (the "CUSTOMER") and eLuma, LLC, a Utah Limited Liability COMPANY located at 2801 N Thanksgiving Way Suite 170 Lehi, UT 84043 (the "COMPANY").

RECITALS

- 1) CUSTOMER desires COMPANY to supply certain educational and therapy services to CUSTOMER's students.
- 2) COMPANY provides certain educational and therapy services and desires to provide such services upon the terms and conditions as set forth herein.

AGREEMENT

In consideration of the mutual covenants contained in this AGREEMENT, COMPANY and CUSTOMER (individually the "PARTY" or collectively the "PARTIES" to this AGREEMENT) hereby acknowledge and agree as follows.

1. TERM

The TERM of this AGREEMENT shall commence on 7/1/2017 (the "START DATE") and will end on 6/30/2018 (the "TERMINATION DATE") ("TERM"). This AGREEMENT will automatically renew for one (1) year on the TERMINATION DATE unless the AGREEMENT has been terminated as stipulated in Section 14. The new TERMINATION DATE will automatically advance one (1) additional year accordingly.

2. SERVICES

CUSTOMER agrees to engage COMPANY to provide requested educational, therapy and support services ("SERVICES") for its students (collectively or individually the "STUDENT(S)") and staff. COMPANY agrees to provide SERVICES to STUDENTS through trained, licensed and qualified therapists (collectively or individually the "THERAPIST(S)"). COMPANY also agrees to provide and support proprietary video-conferencing technology to facilitate delivery of SERVICES.

Subject to the terms and conditions of this AGREEMENT, COMPANY will provide SERVICES as outlined throughout this Section.

2.1 SCOPE OF SERVICES

COMPANY will provide CUSTOMER with multiple services under this AGREEMENT. SERVICES shall include, but are not limited to the following:

2.1.1 IMPLEMENTATION

COMPANY will provide implementation services to help CUSTOMER set up to receive SERVICES. COMPANY and CUSTOMER will use its best efforts to provide these services in a timely manner in accordance with the implementation requirements as defined in Section 6.2.

2.1.2 CONSULTATION & TECHNICAL SUPPORT

COMPANY will provide regular and ongoing consultation and technical support to the CUSTOMER for the duration of the TERM of this AGREEMENT. Technical support will be available in accordance with the COMPANY's business practices and industry best practices.

2.1.3 THERAPY SERVICES

COMPANY agrees to provide THERAPIST(S) to provide the following therapy services:

Speech Therapy

Details are further provided in ADDENDUM 1 -- SET SERVICES.

2.1.4 MANNER OF THERAPY SERVICES

PARTIES mutually acknowledge the varied manner in which therapy services can be performed and agree that fulfillment of therapy services shall include therapy time directly working with STUDENTS in accordance with required services listed on the STUDENT'S Individualized Education Plan ("IEP"), and also time indirectly working on behalf of STUDENTS which includes but is not limited to: scheduling therapy sessions, preparing for a session, taking data and documenting STUDENT progress, drafting reports or other documents, attending CUSTOMER meetings and trainings, or otherwise performing work on behalf of CUSTOMER.

2.2 AMOUNT OF SERVICES

PARTIES mutually agree that COMPANY shall provide SERVICES on a basis of hourly increments unless otherwise specified herein. PARTIES shall mutually and in good faith predetermine and set the hourly amount of SERVICES set by CUSTOMER for the duration of the TERM ("SET SERVICES"). The SET SERVICES for this AGREEMENT are set forth in ADDENDUM 1. Any subsequent changes to the SET SERVICES must be made in a manner consistent with section 2.6 and the rest of this AGREEMENT.

2.3 NATURE OF SERVICES

COMPANY will provide SERVICES for CUSTOMER as an independent contractor as set forth in this AGREEMENT along with its Addendums. COMPANY will perform SERVICES in a professional, timely and responsive manner that is consistent with industry standards. During the TERM, COMPANY also hereby grants CUSTOMER the right, without any obligation, to use and to license others the right to use the COMPANY, and COMPANY's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to said SERVICES.

2.4 DELIVERY OF SERVICES

CUSTOMER acknowledges that it understands that COMPANY is a telehealth services COMPANY and that COMPANY primarily delivers its services from remote locations via high-speed Internet and other technologies. CUSTOMER agrees that COMPANY's services need not be rendered onsite and may be rendered at any location selected by COMPANY as long as it is in compliance with the terms of this AGREEMENT.

CUSTOMER acknowledges that each THERAPIST is limited to eight (8) hours per work day. If CUSTOMER requests SERVICES that exceed the eight (8) hours per work day, CUSTOMER will use commercially reasonable efforts to provide the additional SERVICES subject to the terms herein. Furthermore, providing the additional SERVICES to the CUSTOMER is contingent upon the COMPANY having THERAPISTS available to meet the needs of the CUSTOMER.

2.5 SERVICE SCHEDULE

PARTIES agree that SERVICES will be provided in accordance with the CUSTOMER calendar attached hereto as Addendum 2. SERVICES shall start on the date mutually agreed upon and documented in Addendum 2. CUSTOMER acknowledges that providing some of the SERVICES will be contingent upon timely completion of activities by CUSTOMER as contemplated by the PARTIES under this AGREEMENT including, without limitation, those activities designated by COMPANY to the CUSTOMER. CUSTOMER will immediately advise COMPANY in writing as soon as it becomes aware of any developments that may delay the completion of the SERVICES including, without limitation, CUSTOMER's failure or inability to perform a CUSTOMER responsibility. No such delay will relieve or suspend CUSTOMER's obligation to pay COMPANY in accordance with Section 3 and Addendum 1.

2.6 CHANGE ORDERS

CUSTOMER may elect to change the defined hourly amount for SET SERVICES as long as the change in the hourly amount is no greater than ten percent (10%). CUSTOMER shall further be

required to give COMPANY thirty (30) days written notice specifying the nature of the change(s) before COMPANY shall be required to make any subsequent changes.

In the event that CUSTOMER desires to make a change, which exceeds ten percent (10%) of the defined hourly amount of SET SERVICES, CUSTOMER must provide thirty (30) days written notice with specified requested changes ("CHANGE ORDER"). CHANGE ORDERS of this nature require written consent from both PARTIES before they become valid because they may require COMPANY to recruit, hire, onboard and train additional THERAPISTS to provide the additional hours. PARTIES further promise to negotiate in good faith and will not unduly withhold respective consent. Each CHANGE ORDER will be incorporated herein by reference and subject to the terms and conditions of this AGREEMENT.

3. FEES

Fees for SERVICES are outlined in ADDENDUM 1 - SET SERVICES. Addendum 1 at minimum (i) references this AGREEMENT, (ii) lists the fees for SERVICES to be performed, (iii) and is signed by both parties. COMPANY may increase the Fees in Addendum 1 anytime sixty (60) days prior to TERMINATION DATE, which will be effective forty-five (45) days from written notice of the increase.

4. PAYMENT

CUSTOMER shall be responsible for making monthly payments to COMPANY for SET SERVICES under this AGREEMENT in accordance with the terms outlined in Addendum 1 attached hereto. CUSTOMER further agrees to pay the full amount for SET SERVICES regardless of whether CUSTOMER elects to utilize the full allotment of SERVICE hours. CUSTOMER acknowledges and agrees that it shall not be entitled to any offset, deduction or credit in the event CUSTOMER fails to utilize the full allotment of SERVICE hours. In the event that COMPANY provides additional SERVICES, which have been requested by CUSTOMER in writing, COMPANY shall be entitled to bill CUSTOMER for those additional services.

4.1 INVOICES

COMPANY will provide to CUSTOMER an invoice on a monthly basis which details SERVICES provided during the previous month, and charges incurred for each calendar month by the fifth (5th) day of the following month. Sales tax and credit card processing fees will be charged separately, if applicable, and are not included in the fees outlined in Addendum 1.

4.2 PAYMENT DUE DATE

Payment is due on or before the last day of each month (the "Due Date") and will be discounted by one percent (1%) if paid by the tenth (10th) day of each month. If CUSTOMER's payment is postmarked by the 10th day of the month, the CUSTOMER may voluntarily reduce payment for the invoice by one percent (1%).

4.3 LATE PAYMENT

If payment is not made by the last day of the month, the invoice may be subject to a late fee of two percent (2%) per month. In addition, COMPANY reserves the right to withhold all future SERVICES until all outstanding invoices are paid in full. If payment is more than ninety (90)

days late, the COMPANY reserves the right to send all outstanding invoices to a collections agency, and the CUSTOMER 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 COMPANY incurs.

4.4 PREPAYMENT IN FULL

CUSTOMER may elect to pay the total value of the AGREEMENT within thirty (30) days of signing this AGREEMENT, and the COMPANY will provide a three percent (3%) discount on the TOTAL VALUE ("Prepayment"). If Prepayment is postmarked within thirty (30) days of signing this AGREEMENT, CUSTOMER may voluntarily reduce PREPAYMENT for the TOTAL VALUE of the AGREEMENT by three percent (3%).

4.5 BILLING DISCREPANCY

If CUSTOMER believes that COMPANY has billed CUSTOMER incorrectly, CUSTOMER must contact COMPANY no later than sixty (60) days after receipt of the invoice in which the error or problem appeared in order to receive an adjustment or credit.

5. CANCELLATIONS

A minimum of twenty four (24) hours' written notice is required if a full day of therapy sessions needs to be canceled. If the CUSTOMER doesn't provide twenty four (24) hours' written notice, then the sessions will be billed as if they took place with no discounts or exceptions. If the CUSTOMER provides twenty four (24) hours' written notice when canceling a full day of therapy sessions, the COMPANY will make up the missed sessions on another day and bill for the SERVICES. CUSTOMER may only cancel up to two (2) days per month.

In the event that a STUDENT does not show up for his scheduled SERVICES, COMPANY will bill for that time, but Therapist will use the time to work on behalf of CUSTOMER as the Therapist deems appropriate and in accordance with Section 2.1.4.

6. SITE, IMPLEMENTATION, DELIVERY & SERVICE REQUIREMENTS

COMPANY and CUSTOMER agree to meet the following requirements, as specified, to facilitate timely and efficient delivery of SERVICES 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 CUSTOMER fails to meet any of the requirements listed herewith, COMPANY shall not be deemed responsible for failure to deliver SERVICES dependent on the fulfillment of these requirements.

6.1 SITE REQUIREMENTS

CUSTOMER agrees to provide and maintain a specially designated location(s) ("SITE(S)") to which COMPANY may deliver SERVICES for the CUSTOMER. The SITE designated by the CUSTOMER must have an area that is quiet, confidential, and relatively free of distraction.

CUSTOMER also agrees to provide an adult supervisor at the SITE whenever the services are being delivered. CUSTOMER will also provide computers, audio devices, microphone devices, webcams, high speed Internet, appropriate desk and chairs (properly sized), and other equipment required for SERVICES ("Equipment") for the SITE as specified by COMPANY. CUSTOMER can delegate purchase and delivery of Equipment to COMPANY in accordance with the fees outlined in Addendum 1, attached hereto.

1.1 THERAPY SPECIFIC MATERIALS

From time to time, it may be necessary for the CUSTOMER 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 CUSTOMER 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.

6.2 IMPLEMENTATION REQUIREMENTS

PARTIES mutually agree to meet and fulfill implementation requirements as specified and set forth as follows:

6.2.1 IMPLEMENTATION REQUIREMENTS FOR COMPANY

To facilitate a fast and effective implementation, COMPANY shall be responsible for the following:

- 1) Assigning a Service Manager who will lead the implementation project, ensure that COMPANY and CUSTOMER tasks are completed in a timely manner, and make sure all parties are coordinated so that SERVICES 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 included in this AGREEMENT.
- 3) Recruiting, hiring, onboarding and credentialing, training, and staffing the CUSTOMER 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 CUSTOMER 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:
 - a) Logging into the COMPANY's software system.
 - b) Turning on the webcam, microphone, and audio.
 - c) Basic troubleshooting webcam, microphone, and audio issues.
 - d) How to contact the technical support team.
- 6) Creating the therapy schedule with the support of the CUSTOMER, or support the CUSTOMER in creating the therapy schedule.
- 7) Ordering and shipping Equipment upon the request of the CUSTOMER and invoicing in accordance with Addendum 1.

6.2.2 IMPLEMENTATION REQUIREMENTS FOR CUSTOMER

To facilitate a fast and effective implementation, CUSTOMER shall be responsible for the following before or during a scoping phone call with COMPANY:

- 1) Assigning a main point of contact ("Implementation Champion") for the CUSTOMER during implementation. The Implementation Champion will ensure that CUSTOMER tasks are completed in a timely manner and that the implementation stays on schedule.
- 2) Assigning an Information Technology specialist and provide a phone number and email in order to set up 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(S) for each SITE where SERVICES will take place, along with each FACILITATOR's best phone number and email address.
- 5) Providing access to STUDENT IEPs by software access, fax, or password protected pdf.
- 6) Providing current copies of the academic calendar, along with special scheduling considerations for ADDENDUM 2 - CUSTOMER CALENDAR.
- 7) Providing support in creating the therapy schedule.

6.3 DELIVERY REQUIREMENTS

PARTIES mutually agree to meet and fulfill implementation requirements as specified and set forth as follows:

6.3.1 DELIVERY REQUIREMENTS FOR COMPANY

To facilitate successful delivery of SERVICES, COMPANY shall be responsible for the following:

- 1) Providing therapy services to the CUSTOMER's STUDENTS through its secure video conferencing software in accordance with ADDENDUM 2 - CUSTOMER CALENDAR.
- 2) Providing SERVICES in accordance with this AGREEMENT and specifically Section 2.1.4.
- 3) Evaluating STUDENTS referred for special education services.
- 4) Interpreting the STUDENT evaluation results.
- 5) Providing SERVICES in an efficient and timely manner.

6.3.2 DELIVERY REQUIREMENTS FOR CUSTOMER

To facilitate successful delivery of SERVICES, the CUSTOMER 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 therapeutic services from COMPANY.
- 4) Providing the necessary space and equipment for the therapy sessions.

- 5) Providing access to STUDENT IEP files and other related documentation that will be necessary to provide therapy.
- 6) Providing a FACILITATOR at each location where services take place in order to help with therapy logistics.
- 7) Providing STUDENTS' school schedules.
- 8) Ensuring compliance with state and federal special education laws and regulations.

7. EXCLUSIVITY

COMPANY will use commercially reasonable efforts to provide the SERVICES throughout the TERM. CUSTOMER acknowledges and agrees that COMPANY shall be CUSTOMER's exclusive provider of the SERVICES enumerated in this AGREEMENT.

8. INDEMNIFICATION

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

The CUSTOMER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, 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) Customer's use of the SERVICES in violation of this Agreement, or (b) any breach or violation of this Agreement by CUSTOMER and/or its contractors, subcontractors or consultants.

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

9. INSURANCE

COMPANY shall procure and maintain Commercial General Liability insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate. COMPANY 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.

10. REPRESENTATIONS & WARRANTIES

COMPANY represents and warrants that any employee and/or independent contractor of the COMPANY is duly qualified and if necessary, licensed to provide the SERVICES. COMPANY further represents and warrants that any employee and/or independent contractor of the COMPANY 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.

CUSTOMER 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. CUSTOMER further represents and warrants that any employee and/or independent contractor of the

CUSTOMER 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.

11. DISCLAIMER & WAIVER OF WARRANTIES

Except as expressly set forth in this AGREEMENT, the SERVICES 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.

12. 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. 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. The following names, addresses, and facsimile phone numbers shall be used for giving notice:

CUSTOMER Primary Contact:

Jeneille Branen
1500 Levick Street ,MOSCOW, ID 8384
jbranen@palouseprairieschool.org
(208) 882-3684

CUSTOMER Billing:

Jeneille Branen
1500 Levick Street ,MOSCOW, ID
jbranen@palouseprairieschool
(208) 882-3684

COMPANY Agreement Contact:

eLuma, LLC
Jeremy Glauser
2801 N Thanksgiving Way
Suite 170
Lehi, UT 84043
Phone : (877) 496-3332 x710
Email : jglauser@elumatherapy.com

13. CONFIDENTIALITY

13.1 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 COMPANY whether or not so designated upon disclosure or confirmed in writing: (i) COMPANY pricing; (ii) COMPANY Pre-Existing Technology and COMPANY 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 COMPANY to CUSTOMER under this AGREEMENT or otherwise obtained by CUSTOMER 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.

13.2 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.

13.3 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 COMPANY's continued access to CUSTOMER's Confidential Information which is required for the SERVICES will be deemed a CUSTOMER Obligation.

14. 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 thirty (30) 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 COMPANY, if CUSTOMER requests any action which COMPANY or THERAPIST 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 COMPANY's rights to payments due to it. Section 4, 8, and 13 through 19 shall survive the termination of this Agreement.

15. APPLICABLE LAW

The AGREEMENT shall be governed by the laws of the State of Utah.

16. 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.

17. 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.

18. 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.

19. 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.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the date first written above.

Jeneille Branen
Jeneille Branen (Aug 1, 2017)

Jeneille Branen, for the CUSTOMER

Executive Director

Title

Aug 1, 2017

Date

Jeremy Glauser
Jeremy Glauser (Jul 11, 2017)

Jeremy Glauser, for the COMPANY

CEO

Title

Jul 11, 2017

Date

**ADDENDUM 1
SET SERVICES**

This first addendum ("Addendum 1") to the Therapy Services Agreement ("Agreement") between Palouse Prairie Charter Schoc ("CUSTOMER") and eLuma, LLC ("COMPANY") shall become effective on the date first written above. For the consideration provided herein, the Parties hereby agree to the following:

1. SET SERVICES AND HOURLY FEES

THERAPIST(S) will bill their time on an hourly basis as outlined here and in accordance with SECTION 2.1.4 of the AGREEMENT. This includes any time spent working for CUSTOMER be it direct or indirect time. THERAPIST will do his or her best to maximize the efficiency of this time, but not all time will be spent directly with a STUDENT. The PARTIES agree that CUSTOMER will require the following services from the COMPANY ("SET SERVICES") for the TERM:

Service	Hours per TERM	Rate per Hour
Speech Therapy	162.00	\$73

In the event that the SET SERVICES need to be revised, the CUSTOMER and COMPANY can make changes as set forth in section 2.6 of this AGREEMENT.

2. EQUIPMENT FEES

COMPANY shall invoice CUSTOMER for any EQUIPMENT the CUSTOMER requests the COMPANY to ship to any SITE. This request must be made in writing by the CUSTOMER before the COMPANY will ship EQUIPMENT to the CUSTOMER SITE(S). COMPANY shall invoice the CUSTOMER for the actual cost of the EQUIPMENT, including cost, taxes, and shipping and handling.

3. IMPLEMENTATION FEE

COMPANY and CUSTOMER will work together in good faith to implement and begin services in accordance with Section 6.2 of this AGREEMENT. The total dollar value ("Total Value") is calculated by

multiplying the Hours per Term by the Rate per Hour for each SERVICE included in this AGREEMENT. COMPANY shall invoice the CUSTOMER one percent (1%) of the TOTAL VALUE calculated from SECTION 1 - SET SERVICES AND HOURLY FEES in this Addendum 1 and in accordance with this AGREEMENT to cover the COMPANY cost of implementation ("IMPLEMENTATION FEE").

- IMPLEMENTATION FEE: 0.00

4. SUPPORT FEES

COMPANY's cost to provide technical support and professional support for SERVICES are covered by the HOURLY FEES, and no additional FEES will be assessed or invoiced.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the date first written above.

<u>Jeneille Branen</u> Jeneille Branen (Aug 1, 2017)	<u>Executive Director</u>	<u>Aug 1, 2017</u>
Jeneille Branen	,for the CUSTOMER Title	Date

<u>Jeremy Glauser</u> Jeremy Glauser (Jul 11, 2017)	<u>CEO</u>	<u>Jul 11, 2017</u>
Jeremy Glauser, for the COMPANY	Title	Date

ADDENDUM 2
CUSTOMER CALENDAR

This second addendum ("Addendum 2") to the Therapy Services Agreement ("Agreement") between Palouse Prairie Charter Schoc ("CUSTOMER") and eLuma, LLC ("COMPANY") shall become effective on the date first written above. SERVICES shall be provided on days in accordance with the Customer Calendar attached hereto. For the consideration provided herein, the Parties hereby agree to the following:

SERVICES start date: 9/5/17

School year start date: 8/29/2017

School year end date: 6/1/2018

<http://www.palouseprairieschool.org/calendar.html>

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the date first written above.

Jeneille Branen Executive Director Aug 1, 2017
Jeneille Branen (Aug 1, 2017)

Jeneille Branen, for the CUSTOMER Title Date

Jeremy Glauser CEO Jul 11, 2017
Jeremy Glauser (Jul 11, 2017)

Jeremy Glauser, for the COMPANY Title Date