



Growing Smiles, Mending Spirits, Engaging Children in Their Lives

TinyEYE Service Agreement

This Service Agreement (this "**Agreement**") along with its accompanying addenda is entered into as of this Effective Date: **May 22, 2024**

BETWEEN:
(the "**Service Provider**")

TinyEYE Technologies Corporation of
109-15 Innovation Boulevard, Saskatoon, SK S7N 2X8

And
(the "**Customer**")

Point Arena School District of
Po Box 87, Point Arena, CA, US, 95468-0087

BACKGROUND:

The Parties to this Agreement are the Service Provider and the Customer.

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide the Services (as hereinafter defined) to the Customer.

The Service Provider is agreeable to providing the Services, outlined in the Services Provided clause, to the Customer on the terms and conditions set out in this Agreement.

This agreement hereby establishes that all references to "FTE" (Full-Time Equivalent) within the context of this contract shall be deemed as defined below.

Each FTE will include 7.5 hours per day (37.5 hours per week) for a caseload of a maximum of 50 direct services students with an average of 30-minute sessions per week per student. The equivalent will be added for requirements expressed in Schedule B that are below one FTE. FTEs may be fulfilled by multiple credentialed professionals based on the Service Provider's discretion.

Now, therefore, IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:



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Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "**Services**") from credentialed professionals including, but not limited to, speech-language pathologists, occupational therapists, psychologists, social workers, and counselors. These Services shall, unless otherwise agreed to by the parties, include those Services described in **Schedule "B"** attached hereto or any other future Addenda. The Services will also include any other tasks which the parties may agree on, including direct therapy, case management, screening, supervision, consultations, IEP planning & reporting, collaboration with staff and parents, session planning & reporting, scheduling and other related tasks as agreed between the Customer and Service Provider.
2. The Service Provider will provide a license (which shall consist of a username and password) to the TinyEYE Therapy Software to all students and support staff that are encompassed by this Agreement. All such licenses shall be deemed to be immediately revoked upon the expiration or termination of this Agreement.
3. The Service Provider follows best practices in data privacy and data security, meeting or exceeding federal and regional guidelines.

Participant Requirements

4. Each participating location must also meet the following requirements:
 - Internet, Computer & Software as per **Schedule "A" - Technical Requirements**
 - A minimum of one (1) designated contact person per school (each, a "**Contact Person**") for communicating with the students:
 - Each Contact Person will also receive some guidance from the Service Provider for supporting the students' development.
 - Each Contact Person will also be generally available to help the students log in to their virtual backpack outside of the therapy sessions.
 - The criteria for becoming a TinyEYE therapy student shall include:
 - The parties acknowledge and agree that all referrals might not qualify for therapy. Children will be seen when the Service Provider has received (i) a referral request, (ii) background information. The Service Provider will provide templates for these forms.
 - Customer Acknowledgements Regarding Student/Parent Consent
 - The Customer confirms that it has obtained consent from all students/parents for the services to be provided by the Service Provider. The Customer represents and confirms that any student/parent receiving services hereunder, as applicable, has been informed that Service Provider will deliver services virtually and that the student/parent does not object to virtual services and that as part of the services provided, sessions may be recorded by the Service Provider. The Customer agrees to the collection, processing, and generation of data by the Service Provider. The data may be shared among other similar professional contractors to the Service Providers that are bound by confidentiality agreements and are able to contribute to the outcome of the services provided. Data may also be shared with confidentiality-bound employees of the Service Provider, with the Customer at its request, or be used for research purposes without any identifiable information of the participants of the sessions. Data includes all information collected as part of the service delivery. This could encompass, but not be limited to: Personal Data, Service Usage Data, Session Content, Technical Data, Session Recordings, Performance Data.

- The Service Provider will anonymize data for analyses and insights, removing or encrypting identifiers to prevent individual identification, and carefully evaluate and verify outputs.
- This clause is adaptable to future technological changes, ensuring ongoing consent and legal compliance. Terms of use are subject to change, and are in effect at contract signing, and thereafter upon annual renewal of service engagement.
- The Customer may revoke consent in writing specifically for the use of the student's recorded session data. Upon such revocation, the Service Provider will discontinue utilizing this data for technology consumption, while continuing other necessary data processing activities in line with legal obligations and directives.
- The Customer acknowledges that education-related information about students and the services provided hereunder to those students may be transmitted between Customer and Service provider by electronic mail.
- The Customer represents that it shall immediately notify the Service Provider if student/parent consent for any of the items above has been withheld or withdrawn.
- The Customer shall defend, indemnify and hold the Service Provider, including its credentialed professionals, harmless from any and all losses, damages, and/or claims that the Service Provider, including its credentialed professionals, may incur as a result of the Customer's failure in obtaining parental or student consent, or the consent being withheld or withdrawn for any of the items acknowledged above.

Term of Agreement

5. The term of this Agreement will commence on the Effective Date (the date this Agreement is executed) and will be terminated as provided in this Agreement. If an End Date is specified in **Schedule B** or an **Addendum** to this Agreement, the service order will terminate on that End Date.

- If the Customer or Service Provider wishes to extend the End Date of the service order, they can do so by sending a written request by email to the other party stating the new date. If agreeable, the new date will be confirmed by email response to the suggesting party. An extension of the End Date can be instigated by either party, must be confirmed by the other party, as outlined above, and does not require any further or other amendment to this Agreement.

Additionally, the Customer and the Service Provider agree to adhere to the provisions set forth in Schedule C, which outlines critical pre-service requirements. Failure to comply with the requirements detailed in Schedule C may result in adjustments to the Service Start Date as set out in Schedule B and billing as described within Schedule C itself. The Service Start Date is the first day a Service Provider's credentialed professional begins working with the schools to review caseloads and schedule sessions.

Performance

6. The parties agree to take commercially reasonable steps to ensure that the terms of this Agreement take effect.

Compensation



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7. In consideration for the Services rendered by the Service Provider as required by this Agreement, the Customer shall pay to the Service Provider the Total Minimum Fee of the ordered services for the agreed upon Start Date and End Date per Schedule B regardless of whether the Customer elects to utilize the full amount of ordered services. The Customer agrees to pay for the additional services provided by the Service Provider. All fees shall be prorated.

The Total Minimum Fee per Schedule B or any other future Addenda will be payable on a monthly basis while this agreement is in force. Should the Customer use services beyond their Total Minimum Fee will incur charges based on monthly usage and will be invoiced accordingly. All invoices are to be settled 15 days upon receipt of invoice, with interest charged at 15% per annum after 45 days.

If the Service Provider is not ready to start by the Start Date outlined in Schedule B, the Service Provider will apply the accrued credit of the missed time to the Customer's account. If the Customer is not ready by the Start Date outlined in Schedule B, the Service Provider is entitled to the full payment in accordance with the signed Agreement. Any delays because of the failure in meeting the following requirements will be considered the Customer's lack of readiness to start the services:

- Customer must provide caseload information ("Caseload Spreadsheet") at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Customer must provide the name and contact information of each designated contact person per school ("E-Helper") at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Each school must meet the TECHNICAL REQUIREMENTS per Schedule A. Customer must provide the Name and contact information of each School IT at least three (3) weeks before the Start Date per Schedule B. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
- Any changes to the Customer's specified Licensing Requirements per Schedule B that lead to delays in the start of Services. These requirements only indicate the licenses and credentials required beyond the legal requirements of the Customer's state.

Payment Terms: Automated Clearing House (ACH) (Electronic Funds Transfer)

Payment Method: The customer agrees to remit payment for all invoices issued by the Service Provider via Electronic Funds Transfer (EFT).

Banking Details: The customer shall use the following banking information for the purpose of EFT payments:

Service Provider Information:

Name: TinyEYE Therapy Services
Legal Name: TinyEYE Technologies Corporation
Address: 105 – 15 Innovation Boulevard, Saskatoon, SK S7N 2X8, Canada
Mailing Address 1: 1621 Central Avenue, Cheyenne, WY 82001, USA
Mailing Address 2: PO Box 7311, Saskatoon SK, S7K 4J2, Canada
Email Address: Accounting@TinyEYE.com

Financial Institution Information:



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Bank Name: RBC Bank (Georgia), N.A.
Bank Address: 8081 Arco Corporate Drive, Suite 400 Raleigh, NC 27617, USA
Bank Account Name: TinyEYE Technologies
Bank Account Number: 503293695
Nine-Digit Bank Routing/Transit Number (ABA): 063216608
Type of Account: Checking

Communication of Payments: The customer is responsible for communicating the relevant details of each payment, including the invoice number and any other required references, to ensure proper allocation and reconciliation.

Alternate Payment Arrangements: In exceptional circumstances where ACH is not feasible, the customer may request alternative payment arrangements in writing. Approval for such arrangements is subject to the sole discretion of the Service Provider.

8. **Absence** - The Customer will inform the Service Provider through the TinyEYE Therapy System if (i) school is cancelled due to field trips, assemblies, funerals, or any other planned Interruption to the regular school schedule (ii) session(s) are cancelled due to student absences, Contact Person absences, parent or legal guardian absences. The Customer must provide at least 24 hours of notice to the Service Provider of such interruptions. Without 24 hours' notice, the cost of the session shall be incurred. Sessions canceled with at least 24 hours' notice will not be counted against your allocated usage.

9. **Technical Interruptions** - The Customer and the Service Provider will make every effort to ensure the therapy environment meets the required technical specifications and enough bandwidth is available for each session. Should technical issues arise, the Customer and the Service Provider will work together to resolve the technical issues to resume therapy, and schedule alternate sessions. Should the technical interruption be deemed the responsibility of the Service Provider and result in lost session time, the accrued credit will be applied to the Customer's account. Should the technical interruption be deemed the responsibility of the Customer, and result in lost session time, the Service Provider will invoice for lost session time, unless otherwise agreed in writing.

10. The Service Provider may, at its sole option:

- lend to the Customer therapy materials including, but not limited to, document cameras, occupational therapy prompts, computer hardware, or other items requested by the Customer (collectively, the "**Therapy Materials**"). Upon the expiry or termination of this Agreement, the Customer will return all such Therapy Material lent by the Service Provider (or shall pay for the actual cost of said Therapy Materials and the Service Provider will provide receipts upon request). Normal wear and tear of Therapy Materials is expected and will not be charged for; or
- sell to the Customer, for an amount equal to the actual cost, the Therapy Materials and, in such event, the Service Provider will provide receipts upon request. The purchase price for such Therapy Materials shall be payable on or before the date of the first payment of Service Fees hereunder.

11. The hourly compensation rate for all Services provided by the Service Provider as outlined in this Agreement is subject to an annual adjustment. The adjustment shall be based upon the increase in the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics-Group: Medical care services, Not Seasonally Adjusted. The



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Adjustment date will be August 1st of each year.

Confidentiality

12. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive 3 years upon termination of this Agreement.

13. The Customer agrees that it will not disclose, divulge, reveal, report or use, for any purpose whatsoever, any confidential information with respect to the business of the Service Provider, which the Customer has obtained, except as may be necessary or desirable to further the business interests of the Service Provider. This obligation will survive 3 years upon termination of this Agreement.

Non-Solicitation

14. The Customer agrees that, during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, the Customer will not in any way, directly or indirectly:

- Induce or attempt to induce any employee or other service provider of the Service Provider to quit employment or retainer with the Service Provider;
- Otherwise interfere with or disrupt the Service Provider's relationship with its employees or other service providers;
- Discuss employment opportunities or provide information about competitive employment to any of the Service Provider's employees or other service providers; or
- Solicit, entice, or hire away any employee or other service provider of the Service Provider.

Ownership of Materials, Intellectual Property

15. All materials developed, produced, or in the process of being so under this Agreement, will be and shall remain the sole and exclusive property of the Service Provider and the Customer shall, to the extent necessary, be granted a limited revocable license to use such mentioned materials during the term of this Agreement and for the sole and exclusive purpose of giving effect to this Agreement.

16. The Customer agrees that the Service Provider shall have exclusive ownership in all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Service Provider's business (including, without limitation, the TinyEYE Therapy Software) and which the Consumer is licensed to use under this Agreement, or conceives of or makes for the Service Provider, during the term of this Agreement.

Return of Property

17. Upon the expiry or termination of this Agreement:

- the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer; and
- the Customer will return to the Service Provider any property, documentation, records, or confidential information which is the property of the Service Provider.



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Capacity/Independent Contractor

18. It is expressly agreed that the Service Provider and its Agents and Contractors are acting as independent contractors not as employees in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be submitted by email to the parties of this Agreement.

Costs and Legal Expenses

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

24. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Enurement

25. This Agreement will ensure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

Currency

26. All monetary amounts referred to in this Agreement are in the currency specified in the Addenda.

Titles/Headings

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Force Majeure

32. No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone/internet service, and no other Party will have a right to terminate this Agreement under in such circumstances. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused



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obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Termination

33. Either party may terminate this agreement by providing written notice to the other party at least 90 days prior to the desired Termination Date.

Services will continue until the Termination Date unless otherwise agreed to by the Customer and the Service Provider. Regardless of whether or not Services continue, the Total Minimum Fee along with any overage fees will be applied during the termination period. At the end of the Terminate Date, customer will receive the final invoice for Services and pay it as outlined in the Agreement.

If the Customer refuses to pay for Services or have breached the contract in other manners the Service Provider may suspend Services until the matter is rectified.

Counterparts

34. This Agreement may be executed in any number of counterparts and each is deemed to be an original and the counterparts together will constitute one agreement. A party may deliver to the other an executed counterpart by fax or other email and such transmission shall constitute valid and effective delivery.

Finality

35. This Agreement contains the final and entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreements and understandings, whether oral or written, in connection therewith.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement along with its Addenda as of the Effective Date.

A handwritten signature in blue ink, appearing to read "Greg Sutton", is written over a horizontal line.

Greg Sutton, CEO
TinyEYE Therapy Services

Warren Galletti, Superintendent
Point Arena School District



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Schedule "A"

TECHNICAL REQUIREMENTS

Internet speed must be at least 384 Kbps available for both upload and download, with ports open to TinyEYE's FQDNs.

Computers are required with the following minimum requirements:

Chromebook

- RAM: 2GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Integrated GPU

Windows 7 or later

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

macOS 10.11 or later

- RAM: 4GB or more
- CPU /Processor: Dual Core or better, 2.4 GHz or above
- Video Processor: Dedicated or Integrated GPU

Supported Browsers

- Chrome, Firefox, Edge, Safari (on Mac computers)
- **Recommended:** Chrome, Firefox
- Browsers must have the latest updates installed.

Equipment

- Web camera
- Headset with Microphone
 - If group therapy is requested or if the student cannot wear a headset, TinyEYE can provide a desktop speaker and microphone setup.



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Schedule "B"

The amounts listed in this order are estimated based on the agreed upon service requirements. The amounts of services required can be increased throughout the Service Period through the change process outlined in our Service Agreement. Product prices and rates are only valid for the Service Period listed below.

Service Delivery Information

Start Date: 08/12/2024

End Date: 05/26/2025

Scheduling Restrictions: None

Required Licenses:

Required Clearances:

Additional Licensing Requirements:

Service Products

Product	Price	Total Therapy Hrs	Subtotal
SLP Therapy	\$108.00	420	\$45,360.00

Totals

Therapy Hours include both Direct and Indirect times.
Indirect times may include but is not limited to:
Planning, Reporting, Consulting, Communication, Assessment,
Reporting, Session Notes, Quarterly Progress Reports.

Total Minimum Fee **\$45,360.00**
All Prices are in **U.S. Dollars**



Schedule "C"

OPERATIONAL REQUIREMENTS AND TIMELINES

This Schedule C sets forth additional requirements that the Customer must meet to facilitate the efficient delivery of services by the Service Provider. Compliance with these requirements is essential for the timely start and continued smooth operation of services.

1. **Billing and School Level Contacts**
 - **Timeline:** At least 3 weeks prior to the Target Start Date 08/12/2024. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
 - **Requirement:** The Customer shall provide the Service Provider with contact information for the people in the following roles:
 - i. Accounts Payable
 - ii. E-Helpers at each School
 - iii. Main Contact at each School to ensure effective communication.
 - iv. IT Contact at each School.
 - The Customer will inform the Service Provider immediately should any contact information change.
2. **School Level Caseload Information**
 - **Timeline:** At least 3 weeks prior to the Target Start Date 08/12/2024. If the Target Start Date is earlier than 3 weeks at time of signing, then the Customer must provide the information at least a week before the Target Start Date.
 - **Requirement:** The Customer must supply detailed caseload information for each school to assist in service planning.
3. **Number of Schools and Hours Per School-Per Service Type**
 - **Timeline:** Within 1 week of signing the contract.
 - **Requirement:** The Customer must share the number of schools and the hours ordered per school-service type.
4. **Billing Contact Meeting**
 - **Timeline:** 3 weeks following the signing of the contract.
 - **Requirement:** A meeting between the Service Provider and the Customer's Accounts Payable contact to discuss billing procedures and expectations.
5. **First Invoice Review**
 - **Timeline:** 1 month following the start of service.
 - **Requirement:** A review of the first invoice by the Customer (and/or Accounts Payable) and the Service Provider to ensure billing accuracy and to address any questions.

In the event that the requirements outlined in Schedule C are not met, the services may not be started at the initially agreed upon Target Start Date, however the billing will commence at the initially agreed-upon Target Start Date as outlined in Schedule B of this Agreement.