



## MIYO Health

### PROFESSIONAL SERVICES SOW

This statement of work (this “**SOW**”) is entered into pursuant to that certain Master Services Agreement (the “**MSA**”) dated **June 30, 2025**, by and between **MIYO Health** and **Nevis Public School District #308**, and is hereby incorporated therein by reference. Capitalized terms used but not otherwise defined in this SOW shall have the meaning set forth in the MSA. In the event of any conflict between the terms of this SOW and those of the MSA, the terms of the SOW shall control.

This SOW is effective beginning **August 1, 2025** (the “**SOW Effective Date**”), and will remain in effect until **June 30, 2026** (the “**SOW Expiration Date**”) (such period, the “**SOW Term**”), unless earlier terminated in accordance with the MSA.

#### 1. BACKGROUND.

1.1 Pursuant to the MSA and any associated Order Forms, Customer has subscribed to MIYO Health's cloud-based platform. In connection with the Subscription Services to be provided to Customer, MIYO Health will provide certain additional Professional Services as set forth in this SOW, including “**Educational Services**” and “**Supplemental Educational Services**.” These Professional Services may include the provision of qualified clinicians and teachers, including but not limited to special education or general teachers, teachers of the visually impaired, speech-language pathologists, educational psychologists, social workers, counselors, physical therapists, and occupational therapists (“**Personnel**”) to Customer's students with identified or suspected special needs (“**Students**”).

#### 2. PROFESSIONAL SERVICES.

2.1 **Educational Services.** MIYO Health will provide educational services (“**Educational Services**”) to Customer via MIYO Health's cloud-based platform, as described below.

(a) Educational Services will include consultations, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination.

(b) MIYO Health will complete compensatory hours/minutes of service unless agreed upon between parties before completion of the contract.

(c) Educational Services will continue through the summer for school districts on a 12-month or Extended School Year (ESY) schedule.

(d) Personnel will conduct assessments including: pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.

(e) Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.

(f) Assess students' abilities and develop targeted instruction; Adapt general education curriculum and materials to students' needs; Teach basic skills; Monitor and document students' progress; Support students with learning disabilities; Provide reading intervention, and Provide services and adaptations to students (i.e.-specific to vision loss or hearing impairment).

(g) Supervision of Speech-Language Pathology Assistants (SLPA), Certificated Occupational Therapy Assistants (COTA), and Education Psychologist Assistant.

(h) During the SOW Term, if MIYO Health's Personnel are unable to adequately service Customer's FTE caseload, MIYO Health will inform Customer of increased need of FTE and Customer must resolve the issue within 30 days.

(i) **FTE Caseload:**

(A) **School Psychologist/ approximately .2 FTE**

(i) MIYO Health will provide the school(s) and/or MIYO Health Personnel and other providers with access to MIYO Platform (MIYO Health's documentation platform), for student data collection, scheduling, and billing services. MIYO Platform streamlines the documentation process for ease of use, secures internal messaging for complete collaboration, and provides customized data tracking for progress monitoring.

**2.2 Absence and No-Show Policy for students.**

(a) In the event of no-show, the Provider is to contact the school via phone and email within 5 minutes of the missed session to remind the school/parent of the scheduled session.

(b) Absence Policies:

(i) Student Absence. If the Provider is not notified from school prior to 1 hour before scheduled services, the Client will be billed for the scheduled session. If a student is absent due to a school event (school program, late start/early dismissal, field trip, etc.) a makeup session will be offered. The Client may waive the session via written notice.

(ii) Provider Absence. If the Provider cancels the session the Provider will coordinate with the Client to schedule a make-up session which can only be waived upon District/School's written request.

(iii) Delayed Student Attendance. The Client is held accountable for Student attendance and tardiness to scheduled sessions. Providers will grant access to the scheduled session up until fifteen (15) minutes into the scheduled session. If the Student requests access to the session after the fifteen (15) minute allotment, the Student will not be granted access and this session will be forfeited. The District/School agrees to pay MIYO Health the applicable rate for the duration of the scheduled session.

**2.3 Supplemental Educational Services.** In connection with the Educational Services, MIYO Health will provide the following supporting services ("**Supplemental Educational Services**") to the Customer, as described below.

(a) Access to the newest edition of protocols and assessments;

(b) Provider biography to share with students, parents/guardians, and educational staff;

Technology troubleshooting and setup;

(c) Consultations through the school year with the Director of School Partnerships and Provider Management;

(d) Customized monthly invoices;

(e) Provider Training: Special Education Software, Special Education Compliance and Best Practices, IDEA Compliance and documentation using MIYO Platform

(f) Ongoing support from our team regarding services, invoices, and any additional needs

**3. FEES.**

3.1 Customer shall pay MIYO Health fees for the provision of Professional Services under this SOW in accordance with the terms set forth below.

3.2 **Contract Ceiling Amount.** The amounts set forth in the table below represent the maximum contract ceiling amount that the Customer will be invoiced in total for the term of this SOW for the respective services. Actual hours worked will be tracked and invoiced monthly, and invoicing will reflect the actual services delivered up to, but not exceeding, the agreed annual ceiling amount. If costs exceed the contract ceiling without written agreement from both parties, TeleTeachers (dba MIYO Health) does so at its own risk.

Student Contact Days	171
Daily Hours	7.5
Contract Ceiling Amount	\$25,000 Annually

3.3 **Onboarding/Maintenance Fees.** MIYO Health will invoice Customer for the following one-time onboarding fees upon the execution of this SOW.

Onboarding/ Maintenance Fees [School Psychologist]	\$70/Student	Initial Onboarding Fee Waived
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(a) **Additional onboarding fees** will be incurred by the Customer throughout the school year at the rate listed above for any additional students added after the SOW Effective Date.

3.4 **Personnel Fees.** Customer will be invoiced monthly for assigned Personnel at the rates specified in the table below (includes but not limited to therapy/instructional session, evaluations and meetings). Fees may also be incurred for indirect time on days when students are not in school (e.g., weather-related closures, professional development days) to allow providers to stay current with paperwork and meetings.

**Personnel Fees  
School Year 2025-2026**

Discipline	Hourly Rate
School Psychologist (Virtual)	\$87/hour
Occupational Therapy	\$77/hour

3.5 **Invoices.** The Customer will be invoiced monthly for fees incurred under this SOW at the following Customer address:

ATTN: Jennifer Clements  
PAWN Education  
301 Huntsinger Avenue  
Park Rapids, MN 56470  
218.237.6540  
jclements@parkrapids.k12.mn.us

All fees payable under this SOW are payable to MIYO Health at:

MIYO Health  
7808 W College Drive, Suite 3W  
Palos Heights, IL 60463

#### 4. **TIMELINE.**

4.1 **Expected Start Date.** In order to allow sufficient time for the certification and licensure of Personnel, the services to be provided under this SOW are expected to start within forty-five (45) business days following the SOW Effective Date.

#### 4.2 **Provider Licensing Clause**

(a) In the event of a staffing emergency or urgent staffing need, I hereby grant permission for the MIYO Health provider to not hold a license in the LEA specified state at time of hire/placement as long as said provider holds a valid license from another state and evidence that this provider has already submitted their application for his/her LEA specific state license.



I **agree** to grant MIYO Health' permission to proceed to hiring/placing an out of state licensed provider in the event of staffing emergencies or urgent staffing needs.



I do **NOT** agree to grant MIYO Health' permission to proceed to hiring/placing an out of state licensed provider in the event of staffing emergencies or urgent staffing needs.

IN WITNESS WHEREOF, the Parties hereto have executed this SOW, effective as of the SOW Effective Date.

**MIYO Health**

*Kishore Gangwani*

By: \_\_\_\_\_

Name: Kishore Gangwani

Title: CEO

Date: Jul 02 2025

**Nevis Public School District #308**

*Ranae Seykora*

By: \_\_\_\_\_

Name: Ranae Seykora

Title: Superintendent

Date: Jul 07 2025

# MIYO Health

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) dated **June 30, 2025** (the “**Effective Date**”), is made by and between MIYO Health, a Delaware Corporation, with a principal place of business at 7808 W College Drive, Suite 3W, Palos Heights, IL 60463 (“**MIYO Health**”) and Nevis Public School District #308, a Minnesota School District, with a principal place of business at P.O. Box 138, 210 Pleasant Street W, Nevis, MN 56467.

### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes hereof, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“**COPPA**” means 15 U.S.C. § 6501 *et seq.* and 16 CFR Part 312 Pub. L. 105-277 as enacted and amended otherwise known as the Children’s Online Privacy Protection Act of 1998.

“**Customer Data**” means all Customer- or student-submitted data (permissibly obtained with parental or school district consent), records, files, reports, forms, and other content and material, in any format, that are stored, posted, displayed, transmitted, accessed or otherwise used in connection with the Services.

“**Documentation**” means MIYO Health’s product guides and other end user documentation for the Subscription Services available through the Subscription Services, as may be updated by MIYO Health from time to time to reflect the then-current Subscription Services.

“**FERPA**” means 20 U.S.C. § 1232g and 34 CFR Part 99 as amended otherwise known as the Family Educational Rights and Privacy Act.

“**Order Form**” means an ordering document that refers to this Agreement specifying certain material terms pertaining to the Services to be provided by MIYO Health that refers to this Agreement and is agreed to in writing by MIYO Health and Customer.

“**Personal Information**” means any Customer Data and data received, used, disclosed, or otherwise processed by MIYO Health in order to provide the Services that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person that is a member of Customer’s workforce or such person’s household.

“**Professional Services**” means education, assessment, consulting, training, or other services, if any, to be provided by MIYO Health to Customer, as described in the applicable SOW. For the avoidance of

doubt, Professional Services excludes Subscription Services and Support Services.

“**Services**” means the Subscription Services, Support Services, and Professional Services, as applicable, that Customer may purchase under an Order Form, SOW, or Exhibit, as applicable.

“**SOW**” means a statement of work entered into and executed by the parties pursuant to this Agreement, describing Professional Services to be provided by MIYO Health to Customer.

“**Subscription Services**” means MIYO Health’s provision of the Platform to Customer on a software as a service basis, via the applicable customer logins, as ordered by Customer under an Order Form, as applicable.

“**Subscription Term**” means the term of Subscription Services purchased by Customer which shall commence on the start date specified in the applicable Order Form and continue for the period specified therein (the “**Initial Subscription Term**” and thereafter shall automatically renew for additional one year periods (each such additional period, a “**Renewal Subscription Term**”) unless a party provides notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Subscription Term or the then-current Renewal Subscription Term.

“**Support Services**” means the support services, if any, to be provided by MIYO Health to Customer, as described in Exhibit A, attached hereto.

### 2. SUBSCRIPTION SERVICES

2.1. **Provision of Subscription Services.** MIYO Health will make the Subscription Services available to Customer pursuant to this Agreement, the Documentation, and the relevant Order Form during the Subscription Term, solely for Customer’s internal business purposes. Customer agrees that MIYO Health is permitted to modify the Subscription Services so long as such modifications do not materially degrade the functionality of the Subscription Services.

2.2. **Customer Responsibilities.** Customer will be solely responsible for: (a) the maintenance and use of

technology needed to access the Subscription Services; (b) the accuracy, quality and integrity of Customer Data uploaded to the Subscription Services by or on behalf of Customer; (c) ensuring that its employees, agents, and representatives comply with this Agreement; and (d) all actions taken via Customer's account. Customer's failure to commence or complete configuration or set up of the Subscription Services will not relieve Customer from any of its obligations under this Agreement, including payment of fees.

2.3. **Customer Data.** Customer is responsible for its legal and regulatory compliance in its use of any Subscription Services. Customer is responsible for providing all notices and obtaining all consents (including any applicable notice and consent requirements under COPPA and FERPA) that may be required, if any, to enable MIYO Health to receive, use, disclose, or otherwise process Personal Information pursuant to this Agreement in compliance with applicable law. Customer shall not cause MIYO Health to receive, use, disclose, or otherwise process any Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person other than Customer personnel who use the Subscription Services.

2.4. **Restrictions.** Customer shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services; (b) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services; (c) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services; or (d) disclose any benchmark or performance tests of the Subscription Services.

### 3. PROFESSIONAL SERVICES

3.1. **MIYO Health Obligations.** MIYO Health will provide Customer with Professional Services as set forth in one or more applicable SOWs. Each SOW will include, at a minimum: (a) a description of the Professional Services; (b) the timeline for the provision of such Professional Services; and (c) the applicable fees for such Professional Services.

3.2. **Customer Obligations.** With respect to MIYO Health' provision of Professional Services in accordance with the applicable SOW, Customer shall:

(a) designate one of its employees to serve as its primary contact and authorized representative with respect to the applicable SOW (the "**Client Representative**"), with such designation to remain in force unless and until a successor Client Representative is appointed;

(b) verify the accuracy and completeness of all student information prior to providing it to MIYO Health;

(c) provide persons receiving MIYO Health' Professional Services with all hardware, software and connectivity required to receive Professional Services;

(d) take all steps necessary, including obtaining any required consents required by applicable law or otherwise (including any applicable notice and consent requirements under COPPA and FERPA), to prevent Client-caused delays in MIYO Health' provision of the Services.

(e) Confirm and acknowledge receipt and/or review of MIYO Health' Privacy Policy (which can be found [here](#), including its Notice to Schools and Parents (as such terms are defined in MIYO Health' Privacy Policy) and authorize the collection of Customer Data as detailed and disclosed in that policy.

### 4. SUPPORT SERVICES

4.1. **MIYO Health Obligations.** If applicable, MIYO Health will provide Customer with Support Services as set forth in [Exhibit A](#). If applicable, [Exhibit A](#) will include, at a minimum: (a) a description of the Support Services; (b) the term for which such Support Services will be provided; and (c) the applicable fees for such or Support Services.

### 5. COMPLIANCE

5.1. **Compliance with Law.** In performing activities in connection with this Agreement, each party shall comply with all applicable laws, rules and regulations.

### 6. FEES AND PAYMENT

6.1. **Fees.** Customer shall pay all fees specified in each Order Form, SOW, or Exhibit, as applicable. Except as otherwise specified herein or in an Order Form, SOW, or Exhibit: (a) fees are payable in United States dollars; (b) fees are based on Services utilized; (c) payment obligations are non-cancelable and fees paid are non-refundable (except as expressly set forth herein); (d) all Services shall be deemed accepted upon delivery; (e) if provider is not notified from Customer prior to 1 hour before scheduled services, Customer will be billed for scheduled session; and (f) the Subscription Services purchased cannot be decreased during the relevant Subscription Term. (g) MIYO Health requires written authorization from Customer for all out-of-pocket expenses incurred by MIYO Health in connection with its performance of Services. (h) Customer is required to provide all approved travel requests in writing to Provider and MIYO Health when initiated. MIYO Health will provide Customer with reasonably detailed invoices for such expenses and requires payment within 45 days of

receipt. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

**6.2. Invoicing and Payment.** Unless otherwise specified in an Order Form, SOW, or Exhibit fees, Services will be invoiced monthly. Variable fees and fees for overages will be calculated and invoiced quarterly, in arrears. Except as otherwise stated in the applicable Order Form, SOW, or Exhibit, Customer agrees to pay all undisputed invoiced amounts and all bank and other financial fees imposed by sending and receiving institutions within forty-five (45) days of the invoice date. If Customer fails to pay any undisputed amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law: (a) MIYO Health reserves the right to suspend the provision of Services upon forty-five (45) days' notice, until such amounts are paid in full; and (b) MIYO Health will have the right to charge monthly interest at a rate equal to the lesser of one and one-half percent (1.5%), or the maximum rate permitted by applicable law, until Customer pays all amounts due. If any invoice is subject to a good faith dispute, Customer shall promptly pay the undisputed portion thereof and Customer shall cooperate diligently with MIYO Health to resolve the dispute.

**6.3. Taxes.** Fees for Services exclude all sales, value-added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Customer is responsible for payment of all taxes, levies, duties, assessments enacted now or in the future, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "**Taxes**") arising from MIYO Health's provision of the Services hereunder, except any taxes assessed on MIYO Health's net income. If MIYO Health is required to directly pay or collect taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse MIYO Health for any amounts paid by MIYO Health.

## **7. PROPRIETARY RIGHTS**

**7.1. Subscription Services.** MIYO Health and its licensors retain all right, title and interest in and to the Subscription Services, Documentation and any enhancements, modifications or derivative works of or to any of the foregoing, including all related intellectual property rights therein.

**7.2. Customer Data.** As between Customer and MIYO Health, Customer is and will remain the sole and exclusive owner of all right, title and interest to all Customer Data, including any intellectual property rights therein. Customer hereby grants MIYO Health, its Affiliates and its contractors all necessary rights to host, use, process, store, display and transmit

Customer Data solely as necessary for MIYO Health to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, MIYO Health acquires no right, title or interest from Customer or Customer licensors hereunder in or to Customer Data, including any intellectual property rights therein.

## **8. CONFIDENTIALITY**

**8.1. Definition of Confidential Information.** "**Confidential Information**" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or reasonably should be understood to be confidential given the nature of information and the circumstances of disclosure. Without limiting the generality of the foregoing, the parties acknowledge and agree that Confidential Information of MIYO Health shall include the terms and conditions of this Agreement (including pricing and other terms set forth in all Order Forms, SOWs, and/or Exhibits hereunder) and the following information relating to the Subscription Services: technical information, benchmark information, security information and security audit reports.

**8.2. Exceptions.** Confidential Information shall not include information that: (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party; (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to Disclosing Party; or (d) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

**8.3. Protection of Confidential Information.** The Receiving Party shall use the same degree of care used to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), and, except with Disclosing Party's written consent, shall: (a) not use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement; and (b) limit access to Confidential Information of Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have a duty or obligation of confidentiality no less stringent than that set forth herein. Such obligations shall continue for a period of three (3) years after termination or expiration of this Agreement, provided that the confidentiality obligations relating to trade secrets shall continue for so long as a party protects such trade secret as a trade secret under applicable law.



8.4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process, provided that the Receiving Party: (a) provides prompt written notice to the extent legally permitted; (b) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure; and (c) limits disclosure to that required by law, regulation or legal process.

## **9. REPRESENTATIONS, WARRANTIES, COVENANTS, AND DISCLAIMERS**

9.1. **MIYO Health Representations & Warranties.** MIYO Health represents and warrants that: (a) the Subscription Services will materially conform with the relevant Documentation; and (b) Professional Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

9.2. **Remedies.** For any failure of any Subscription Services or Professional Services, as applicable, to conform to their respective warranties, MIYO Health' liability and Customer's sole and exclusive remedy shall be for MIYO Health: (a) in the case of a breach of the warranty set forth in Section 9.1(a), to use commercially reasonable efforts to correct such failure; (b) in the case of a breach of the warranty set forth in Section 9.1(b) to re-perform the affected Professional Services; and (c) in the case of a breach of the warranty set forth in Section 9.1(c). If the foregoing remedies with respect to breaches Section 9.1(a) or 9.1(b) are not commercially practicable, MIYO Health may, in its sole discretion, terminate the applicable Order Form or SOW upon providing Customer with written notice thereof, and, as Customer's sole and exclusive remedy, refund to Customer: (x) in the case of breach of the warranty set forth in Section 9.1(a), any Subscription Services fees paid by Customer with respect to the unexpired portion of the current Subscription Term for the non-conforming Subscription Services; or (y) in the case of breach of the warranty set forth in Section 9.1(b), any fees paid by Customer for the portion of Professional Services giving rise to the breach.

9.3. **Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants that Customer: (a) has the legal authority to enter into this Agreement; (b) will access and use the Subscription Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable laws, rules and regulations; (c) will use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and notify MIYO Health promptly of any such unauthorized access or use; and (d) will cooperate with MIYO Health and provide such

information, assistance, and access as MIYO Health may reasonably request in order to provide the Services.

9.4. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, MIYO Health MAKES NO WARRANTIES OF ANY KIND WITH RESPECT THE SERVICES OR ANY OF ITS OTHER OBLIGATIONS HEREUNDER, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND MIYO Health HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE, ACCURACY OR FUNCTIONALITY OF THE SERVICES OR THAT THE SERVICES ARE OR WILL BE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## **10. MUTUAL INDEMNIFICATION**

10.1. **Indemnification by MIYO Health.** MIYO Health shall indemnify, defend and hold Customer harmless from and against any losses, damages, suits, fees, judgments, costs and expenses directly resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Subscription Services for its intended purposes infringes or misappropriates the valid intellectual property rights of a third party (a "**Claim Against Customer**"), provided that Customer: (a) promptly gives MIYO Health written notice of the Claim Against Customer; (b) gives MIYO Health sole control of the defense and settlement of the Claim Against Customer (provided that MIYO Health may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to MIYO Health all reasonable assistance, at MIYO Health' expense. In the event of a Claim Against Customer, or if MIYO Health reasonably believes the Subscription Services may infringe or misappropriate, MIYO Health may in MIYO Health' sole discretion and at no cost to Customer (i) modify the Subscription Services so that they no longer infringe or misappropriate, without breaching MIYO Health' warranties hereunder, (ii) obtain a license for Customer's continued use of Subscription Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Subscription Services and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination. Notwithstanding the foregoing, MIYO Health shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim Against Customer to the extent it arises from: (w) Customer Data; (x) use by Customer after notice by MIYO Health

to discontinue use of all or a portion of the Subscription Services; (y) use of Subscription Services by Customer in combination with equipment or software not supplied by MIYO Health where the Subscription Service itself would not be infringing; or (z) Customer's breach of this Agreement. This Section 10.1 states MIYO Health's sole liability, and the Customer's exclusive remedy for any type of claim involving the infringement of a third party's intellectual property rights.

10.2. **Indemnification by Customer.** Customer shall indemnify, defend and hold MIYO Health harmless from and against any losses, damages, suits, fees, judgments, costs and expenses directly resulting from any claim, demand, suit or proceeding made or brought against MIYO Health by a third party: (a) alleging that Customer Data violates applicable law or a third party's rights; (b) arising from Customer's gross negligence, willful misconduct or violation of applicable laws, rules or regulations; or (c) arising from Customer's material breach of any representation, warranty, or obligation of Customer in this Agreement (any of (a)-(c), a "**Claim Against MIYO Health**"). In the case of any such Claim Against MIYO Health, MIYO Health shall: (x) promptly give Customer written notice of the Claim Against MIYO Health; (y) give Customer sole control of the defense and settlement of the Claim Against MIYO Health (provided that Customer may not settle any Claim Against MIYO Health unless the settlement unconditionally releases MIYO Health of all liability); and (z) provide to Customer all reasonable assistance, at Customer's expense.

## 11. LIMITATION OF LIABILITY

11.1. **Limitation of Liability.** IN NO EVENT SHALL MIYO Health's TOTAL AGGREGATE LIABILITY RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, SOWs, AND EXHIBITS (WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THOSE SERVICES GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER FORM, SOW, OR EXHIBIT IN THE THREE (3) MONTHS PRECEDING THE APPLICABLE INCIDENT.

11.2. **Exclusion of Consequential and Related Damages.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 12. TERM AND TERMINATION; SUSPENSION

12.1. **Term of Agreement.** This Agreement shall commence as of the Effective Date and shall remain in full force and effect until the expiration of the final Statement of Work (SOW) or Order Form, including any renewals thereof, under which MIYO Health is providing Services to the Customer.

12.2. **Orders.** Each Order Form shall continue for the Subscription Term set forth therein, unless earlier terminated as provided in this Agreement. MIYO Health may increase pricing applicable to a Renewal Subscription Term by providing Customer with notice thereof, including by email, at least forty-five (45) days prior to the commencement of such Renewal Subscription Term.

12.3. **SOWs.** Unless earlier terminated as provided in this Agreement, each SOW shall continue for the period during which MIYO Health is providing the applicable Professional Services, as specified in such SOW.

12.4. **Termination.** Either party may terminate this Agreement (or, at such party's option, the affected SOW or Order Form) for cause: (a) upon sixty (60) days' written notice to the other party of a material breach, if such breach is not cured within such sixty (60) day period; or (b) automatically, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Customer may also terminate this Agreement without cause upon sixty (60) days' written notice to MIYO Health; however, in such event, Customer shall remain liable for payment of the greater of: (i) the monthly minimum fee, or (ii) the average of the actual hours billed over the three (3) consecutive months immediately preceding termination, calculated at the agreed-upon hourly rate, for the remainder of the Agreement's term. Upon termination of an SOW or Order Form for cause by Customer, and upon Customer's written request, MIYO Health shall refund, on a pro rata basis, any prepaid fees for Services not rendered as of the effective date of termination. Termination shall not relieve Customer of its obligation to pay all fees accrued and payable to MIYO Health prior to the effective date of termination.

12.5. **Provider Change.** Should there be a provider change during the duration of this agreement, MIYO Health reserves the right to seek a replacement provider for up to thirty (30) MIYO Health business days beyond the last date of service. Should MIYO Health not secure a replacement provider within the outlined timeline, the Client may fill the open position at their discretion with no penalty. Should the Client fill the open position within the thirty (30) business day timeline, the Client shall be responsible to pay a

one-time fee that equals their remaining minimum monthly obligation.

12.6. **Data Portability and Deletion.** Upon the termination or expiration of this Agreement or the applicable SOW or Order Form, Customer shall immediately cease any and all utilization of the Services. Upon request made by Customer within thirty (30) days of such termination or expiration, MIYO Health will make Customer Data reasonably available to Customer for export or download. MIYO Health has no obligation to retain Customer Data after such thirty (30)-day post-termination period.

12.7. **Survival.** Section 7, 8, 9.4, 10, 11, 12, 13 and 14 and any other rights and obligations of the parties hereunder that by their nature are reasonably intended to survive termination or expiration, shall survive any termination or expiration of this Agreement.

12.8. **Suspension.** MIYO Health may suspend Customer's right to access or use any portion of the Services immediately and without liability or refunds or credits if MIYO Health determines in good faith that: (a) Customer's use of the Services (i) poses a security risk to the Subscription Services, any related network or data, or to any third party or (ii) may subject MIYO Health to liability; (b) suspension is required by applicable law or court order; (c) suspension is required by third-party providers (e.g., AWS) that provide portions of the Subscription Services; or (d) Customer fails to pay when due amounts payable hereunder and does not cure such failure to pay within seventy-two (72) hours' notice of the same (such notice may be provided by email).

### 13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all legal notices of default, breach or termination ("**Legal Notices**") hereunder shall be in writing and shall be deemed to have been given: (a) upon personal delivery; (b) five (5) business day after being sent by certified mail return receipt requested; or (c) one (1) business day after sending by a generally recognized overnight delivery service. Each party shall send all Legal Notices to the other party at the address set forth in the applicable Order Form or SOW, as such party may update such information from time to time.

13.2. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Cook County, Illinois. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court. Notwithstanding the foregoing, the parties acknowledge that any unauthorized disclosure of Confidential Information or any actual or alleged infringement of such party's or third party's intellectual property rights might cause the other party to suffer irreparable harm for which damages would be an inadequate remedy and that, in such event, the aggrieved party may seek, in addition to any other available remedies, injunctive and other equitable relief in any state, federal, or national court of competent jurisdiction, without bond and without the necessity of showing actual monetary damages.

13.3. **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

### 14. GENERAL PROVISIONS

14.1. **Privacy.** MIYO Health shall not retain, use, or disclose Personal Information other than to provide the Services, or as otherwise permitted by applicable laws and regulations, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services. MIYO Health shall not sell Personal Information. MIYO Health certifies that it understands the restrictions set forth in this Section 14.1 and will comply with them. MIYO Health has implemented and maintains commercially reasonable technical, organizational, and administrative security measures designed to protect Personal Information. MIYO Health will provide commercially reasonable assistance to Customer in responding to consumer requests regarding Personal Information made pursuant to applicable privacy laws and regulations.

14.2. **Subscription Service Analyses.** MIYO Health may: (a) compile statistical and other information related to the performance, operation and use of the Subscription Services; and (b) use and share data from the Subscription Services environment in aggregated form for security, product and operations management, to create statistical analyses, for research and product development purposes (clauses (a) and (b), collectively, the "**Subscription Service Analyses**"). Subscription Service Analyses and resulting products and services will not incorporate any information in a form that could serve to identify Customer or any of its personnel. MIYO Health retains all intellectual property rights in Subscription Service Analyses.

14.3. **Subcontractors.** MIYO Health is permitted to subcontract its obligations under this Agreement, provided that MIYO Health shall remain liable for the performance of such obligations.

#### **14.4. Relationship of the Parties.**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**14.5. Non-Solicitation.** Customer agrees that during the term of each Order Form and/or SOW and for twelve (12) months thereafter, it will not recruit or otherwise solicit for employment any person employed by MIYO Health who participated in the performance of Services under the applicable Order Form and/or SOW. Nothing in this clause shall be construed to prohibit individual MIYO Health employees from responding to public employment advertisements, postings or job fairs of Customer, provided such response is not prompted by Customer intentionally circumventing the restrictions of this Section 14.5. If Customer breaches this Section 14.5, the Customer shall, on demand, pay to the MIYO Health a sum equal to such employee's annual salary, plus the recruitment costs incurred by MIYO Health in replacing such person.

**14.6. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**14.7. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**14.8. Force Majeure.** Other than for payment obligations hereunder, neither party shall be liable under this Agreement for delays or failures to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party.

**14.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**14.10. Assignment.** Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, in connection with a merger, acquisition,

corporate reorganization, or sale of all or substantially all its assets.

**14.11. Entire Agreement.** This Agreement constitutes the entire agreement between the parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning or relating to the same. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions of this Agreement, the Documentation, any Order Form or SOW, the terms of such Order Form or SOW shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a PO, payment system, other order documentation or otherwise (excluding Order Forms and/or SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Customer hereby grants MIYO Health the right to use Customer's name on its website and marketing materials indicating that Customer is a customer of MIYO Health.

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the Effective Date.

**MIYO Health**

By: Kishore Gangwani

Name: Kishore Gangwani

Title: CEO

Date: Jul 02 2025

**Nevis Public School District #308**

By: Ranae Seykora

Name: Ranae Seykora

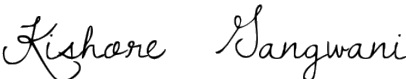

Title: Superintendent

Date: Jul 07 2025

## Document Details

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