



Service Agreement

Rates

Substitute Service Fee

RATE	RATE DETAILS
35% charge per completed job	Senya will add a 35% fee on top of your standard rates. You will only be billed if and when we fill a job. All invoices will be due upon receipt. Any invoices received after 30 days will incur a 3% late fee.

Finder's Fee

RATE	RATE DETAILS
\$1495 finder's fee per sub	If schools want to hire a Senya sub that is in their first 6 months of working with Senya, we will charge a finder's fee to help cover costs we incur in onboarding new subs.
DETAILS From time to time schools are interested in hiring our subs for a permanent position. Senya will allow you the school to hire our sub without fee once the sub has worked with Senya for a minimum of 6 months. If you wish to hire our sub within their first 6 months of working for Senya, we will charge the school a \$1495 finder's fee per sub when schools hire our subs full time. This fee is due immediately upon the hire date of the sub. This helps us cover the heavy cost of marketing, recruiting, and onboarding new subs. The only exception to this is if the school initially provided the sub to Senya.	



Optional Services

Direct Placement Fee

RATE	RATE DETAILS
8% of the hire's contracted compensation for the school year due upon the hire's start date.	Schools can utilize Senya's Direct Teacher Placement service for direct-placement staffing needs, such as teacher, nurse, speech-language pathologist, or other professional and support staff vacancies.
PROCESS	
<ol style="list-style-type: none">1. A school administration contacts Senya to make a request.2. Senya holds an intake call with school administration to discuss specific needs and timelines.3. Senya's certified recruiting specialists conduct a search and screen candidates.4. A shortlist of top candidates are provided to the school for interviewing.5. The school pays the direct placement fee upon each hire's start date.	
SERVICE FEE AND GUARANTEES	
<p>The recruiting service fee is 8% of the hire's contracted compensation for the school year due upon the hire's start date. If a new hire is separated from the school within the first 90 days of the hire's start date, Senya Recruiting Services will provide recruitment services to find a replacement for no additional fee. If a new hire is separated from the school within 91-120 days, Senya Recruiting Services will find a replacement for a reduced fee of 4% of the hire's contract salary for the remainder of the current school year. Replacements and fee reductions do not carry over the summer from one school year to the next. Replacements and fee reductions also do not apply if the separation is due to a position no longer being needed, a reduction in force, budget cuts, or school closure.</p>	



Senya App Features

Primary Features:

1. Post unlimited jobs, at any time. Post unlimited amounts of jobs at any time of the day or night.
2. Unlimited users. There is no additional charge for users. Create as many users as you need.
3. Job management. Our dashboard provides real-time view into all pending, accepted, and completed jobs.
4. Rate subs. Once a sub has completed a job, you can rate them with a 1-5 star rating. You can also leave any relevant feedback.
5. Preview, favorite, and block subs. You can preview our entire pool of subs. You can create a list of favorite subs, or you can click to block any sub. If you post to favorites, they will see the job before the general pool of subs. If you block a sub, they won't be able to see jobs you post.

Charges & Additional Details:

1. Service Charge

- a. Senya will add a 35% service charge to the total pay rate for each job.
- b. All invoices are due upon receipt. A late fee of 3% will be charged if payment is received after more than 30 days of receipt of invoice.

2. Set your own rates

- a. You have full control to set and edit the rates you pay your subs. We recommend staying as competitive as you can with other schools in your area.
- b. Once a sub has accepted the job, you are expected to pay the original posted rate.
 - i. If the sub who accepted the job doesn't show up for the job, you will not be charged. We ask that you immediately notify Senya so that we know not to pay the sub.



- ii. If your sub shows up and you dismiss them without cause, you are still responsible to pay the posted rate.

3. Cancellation Policies

a. Sub Cancellation Policies

- i. Senya has rules in place that will penalize subs for canceling at the last minute:
- ii. If a sub 'last minute cancels' (within 24 hours of job start time), they are ineligible to receive any tier bonuses for the next 5 consecutive jobs.
- iii. If a sub 'last minute cancels' (within 24 hours of job start time) 3 times in a semester, they are deactivated completely from the Senya platform.
- iv. A 'no call no show' is also grounds for immediate dismissal from the Senya platform.

b. School Cancellation Policy

- i. Once a sub has accepted a job, please do all you can to keep that commitment to the sub. If you do need to cancel a job you posted (except for a school lock down or emergency), we ask that you notify the sub within at least 24 hours, so they can make other plans for their day.
- ii. If you cancel within 2 hours of the job start time (for any reason other than a school lock down or school emergency), you will be charged 25% of the rate that was posted.



Service Agreement

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit A]. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

EXHIBIT A — Service Level Terms: The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than three days, Company will credit Customer 5% of Service fees for each period of 60 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of the Company to provide adequate service levels under this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice. Technical support includes access to Senya online chat services (available from 6am PST – 5pm PST M-F), access to phone support, email support, etc.

EXHIBIT B — Support Terms: Company will provide Technical Support to Customers via online chat, telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Mountain Standard Time (MST), with the exclusion of Federal Holidays. Customers may initiate a helpdesk ticket during Support Hours by calling



1-800-333-9387 or any time by emailing office@senya.app Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Both parties hereby agree to indemnify and hold harmless the other party against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or SERVICE AGREEMENT action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do



so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including,



without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customers will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month are due to Senya upon (NET 30) receipt of the invoice. Any unpaid invoices after 30 days of receipt are subject to a finance charge of 3% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Customers shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 From time to time schools are interested in hiring our subs for a permanent position. Senya will allow you the school to hire our sub without fee once the sub has worked with Senya for a minimum of 6 months. If you wish to hire our sub within their first 6 months of working for Senya, we will charge the school a \$1495 referral fee per sub when schools hire our subs full time. This fee is due within 30 days from the hire date of the sub. This helps us cover our cost of marketing, recruiting, training, and hiring new subs. The only exception to this is if the school initially provided the sub to Senya.

4.4 Company is not bound to a term or time limit of service with Senya. Company may choose at any time to discontinue services with Senya without penalties or additional



fees. Any and all services already provided by Senya will still need to be paid upon receipt of invoice.

4.5 During the term of this Agreement, Senya agrees not to hire any employee of Customer while the employee is employed by Customer and for six months after employee's end of employment with Customer.

5. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Company does not warrant that the services will be uninterrupted or error free.

6. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this



Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by all applicable state



laws. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

9. COMPANY REPRESENTATIONS AND WARRANTIES.

COMPANY REPRESENTS AND WARRANTS THE FOLLOWING:

9.1 That every person provided by Company to provide Services to Client is qualified and able to provide Services considered in this Agreement, including having a clean background appropriate for working with or around children and meeting state fingerprint and background clearance requirements; 8.2 Company and every person provided by Company to provide Services under this Agreement possess all certifications and licenses necessary to provide the Services; and 8.3 Company and every person provided by Company to provide Services under this Agreement will provide all Services in accordance with applicable local, state, and federal laws and regulations.

10. CONFIDENTIAL INFORMATION, FERPA, AND RECORDS.

10.1 Confidential Information. Company shall maintain the confidentiality of all Confidential Information and may not use, discuss, or disclose Confidential Information to any party other than Client. As is used in this Section, “Confidential Information” means (a) any current or prospective Client student’s or employee’s personal information, including education records; (b) any conclusions, inferences, or reports generated by Company through its provision of Services to Client; and (c) any other information treated as confidential by Client even if not marked “confidential”.

10.2 FERPA. Company acknowledges that Client has a statutory duty to maintain the privacy of Education Records and Personally Identifiable Information of students. By performing the Services, Company and every person provided by Company to provide Services under this Agreement, voluntarily subjects itself to all FERPA requirements governing the use and re- disclosure of Personally Identifiable Information from Education Records, including, without limitation, the requirements of 34 C.F.R. § 99.33(a). “Education Records” and “Personally Identifiable Information” shall both have the meaning given to those terms under FERPA and the FERPA regulations.