



This **Platform & Services Agreement** ("Agreement") is entered into on the Effective Date of July 1, 2026 by and between Swing Education, Inc. ("Swing Education", "Company", "we" or "us") and the School(s) listed on the signature page ("School" "or "District" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform & Services" or "Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website at www.swingeducation.com ("Website"). This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform and for purposes of processing wages/payroll taxes, workers' compensation, and health or other benefits as applicable.

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post Requests for SwingSubs ("Requests") on the Platform, track and manage those Requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires, Swing Education will shortly thereafter label the SwingSub as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Risk Assessment.** Swing Education requires all SwingSubs to obtain the TB Risk Assessment in accordance with CDPH requirements before allowing a SwingSub to fill Requests on the Website.
 - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
 - v. **Harassment Prevention Training.** Company shall provide sexual harassment and abusive conduct prevention training to all California-based employees in accordance with California Government Code Section 12950.1, as amended by Assembly Bill 1825 and Senate Bill 1343.



- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.
- (d) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes on SwingSub wages but does not exercise any control over their schedules or daily work. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct oversight of, and feedback and information on, the actions and performance of SwingSubs. Note that Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above.

2. Acceptance of Related Terms. By signing this Agreement, you also agree to the terms in any Appendix, Schedule, or Exhibit included with this Agreement as well as: (i) the Standard Service Terms available on the Swing Education website at www.swingeducation.com/st and (ii) the Website Master Terms of Service and Privacy Policy available on the Swing Education Website at www.swingeducation.com/tc. In the event of a conflict of any terms, the terms of this Agreement shall control.

3. Payments. Payments will be made to Swing Education according to the following:

- (a) **Work Requests, Daily Wage & Hourly Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education via the Website and/or by separate communication with Swing Education and/or as listed below, to designate (i) a "Daily Wage" or "Wages" for the SwingSubs, and/or (ii) an "Hourly Rate" or "Rates" for the SwingSubs. All such Wages and Rates must meet minimum wage requirements. For the avoidance of doubt, School and Swing may change these sub Wages and/or Rates by mutual written consent or in order to ensure compliance with wage and hour laws. The "Half Daily Wage" is 50% of the Daily Wage or as otherwise agreed upon by School and Swing. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Wage applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days unless otherwise agreed upon in writing by School and Swing. For Hourly Rate positions, SwingSubs will record their actual hours worked via timesheet. School acknowledges that the hours recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e), will serve as the basis for calculating all amounts owed to Swing Education for such positions.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage or Hourly Rate, as applicable. For Hourly Rate positions, the Service Fee will be calculated as a percentage of the Hourly Rate multiplied by the actual hours worked as recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e). The "Estimated Daily Amount" is based on the Hourly Rate multiplied by actual hours worked or the Daily Wage or Half Daily Wage (as applicable), plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime, to meet applicable minimum wage requirements and/or if SwingSubs are not given legally-required meal or rest breaks to arrive at "Amount Due" for each Day of the Request, for which Swing Education will invoice School. For the avoidance of doubt, Swing Education's Service Fee applies to all compensable time recorded by the SwingSub, regardless of whether such time differs from the hours specified in the original Request.
- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled by School more than 24 hours before the Request start time, are not subject to any fees. If a Request is canceled by



School less than 24 hours before the Request start time, School shall pay the Amount Due for the first Day of the Request.

- (d) **Invoicing.** Payment will be made to Swing Education by ACH (Automated Clearing House) transfer in accordance with Exhibit A: Payment.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track and record their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item dispute to Swing Education within fourteen (14) days of the invoice date by emailing support@swingeducation.com. Swing Education will review and respond to each dispute within fourteen (14) days of receipt. All known facts about the actual time worked shall be considered in resolving such disputes. Undisputed portions of any invoice remain payable in accordance with this Agreement.

4. Recruitment & Off-Platform Use; Exclusivity.

- (a) **Recruitment & Off-Platform Use.** If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who are: (i) hired at the school full time and (ii) previously worked directly for the School; nor SwingSubs who are: (i) hired at the school full time and (ii) work at District through Swing for more than 60 school days. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination for Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional \$250 administrative fee per occurrence.
- (b) **Exclusivity.** During the Term of this Agreement, Swing Education shall be the exclusive third-party provider of Instructional Substitute Teachers (Instructional Substitute Teachers means certified teachers, non-certified paraprofessionals, and/or instructional aids) to School. School shall not engage, contract with, or use any other third-party staffing agency, platform, or service provider to obtain Instructional Substitute Teachers. This exclusivity provision does not restrict School from utilizing its own internal substitute personnel or School district employees. School acknowledges that Swing Education has invested significant resources in developing and maintaining the Platform and Services, and this exclusivity provision is essential to Swing Education's ability to provide cost-effective services. Violation of this exclusivity provision constitutes a material breach of this Agreement and grounds for immediate termination pursuant to Section 5. School agrees that any breach of this exclusivity provision would cause irreparable harm to Swing Education for which monetary damages would be inadequate, and Swing Education shall be entitled to seek equitable relief, including injunctive relief, without the necessity of proving actual damages or posting bond.

5. Term, Termination, Rollover.

- (a) **Term.** This Agreement shall be in effect for one year from the Effective Date. Thereafter, this Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least ninety (90) days prior to the end of the then-current term.
- (b) **Termination for Cause.** Notwithstanding the foregoing, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach



is not cured within thirty (30) days following written notice thereof; or (ii) in the case of a breach that by its nature cannot be cured within thirty (30) days, the breaching party has not instituted reasonable measures to cure such breach within ten (10) days and fully cured such breach within ninety (90) days.

- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining funds. All or any portion of remaining funds may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) repay all Amounts Due for all services rendered at the School.

6. Disclaimer of Warranties. The Platform & Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above and except as expressly set forth herein, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. Except as expressly set forth herein (including Swing Education's indemnification obligations under Section 8) you hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- (b) **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate
- (c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2M per claim
- (d) **Sexual Abuse & Molestation** insurance of \$1M per occurrence and \$2M in the aggregate
- (e) **Workers' Compensation** insurance
- (f) Upon School's written request, Swing Education shall (i) name School as an additional insured on its Commercial General Liability policy, (ii) provide School with certificates of insurance evidencing the coverages required under this Section 8, and (iii) provide School with at least thirty (30) days' prior written notice of any cancellation or material change in such policies.

8. Indemnification and Limitation of Liability. Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party.



- (a) **Indemnification by Swing Education.** Swing Education shall indemnify, defend, and hold harmless School and its governing board, officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of SwingSubs or other Swing Education employees in connection with the performance of services under this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of School or its employees, agents, or representatives.
- (b) **Indemnification by School.** School shall indemnify, defend, and hold harmless Swing Education and its affiliates, and each of their respective officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of School's employees, agents, or representatives in connection with this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of Swing Education, its employees, SwingSubs, or contractors.
- (c) **Notice and Cooperation.** The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any claim or threatened claim and shall cooperate fully in the defense and resolution of such claim. Failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent such failure materially prejudices the indemnifying Party's ability to defend.
- (d) **Limitation of Liability.** Each Party's aggregate liability under this Section 8 shall not exceed \$3,000,000 or the limits of such Party's applicable insurance coverage, whichever is greater.
- (e) **LIMITATION ON DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Federal & Other Mandated Obligations to SwingSubs.

- (a) Swing Education is the employer of SwingSubs and is responsible for all applicable state, local and federal payroll taxes, for payment of SwingSubs' wages and maintenance of payroll records, SwingSubs' workers compensation insurance as required by law, and any healthcare and other benefits as required by law. SwingSubs shall not be eligible to participate in any School benefits plans, including without limitation healthcare, retirement, bonus, vacation, severance or otherwise.
- (b) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs, and oversees and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees. These obligations include but are not limited to:
 - (i) Neither School nor Swing shall subject any person to unlawful discrimination based on a protected class including but not limited to race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
 - (ii) Unless otherwise agreed to, School acknowledges that all SwingSubs are hourly, non-exempt employees and that School shall provide compliant meal and rest breaks to SwingSubs.



- (iii) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites); This includes but is not limited to providing SwingSubs with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records, and (iv) any additional training appropriate to the needs, duties, responsibilities or knowledge unique to the School or otherwise different than would generally be appropriate in other Schools. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training.
- (iv) School shall promptly report to Swing any suspicious, unusual, inappropriate behavior or unsatisfactory performance and School and Swing will work together to conduct investigation(s) and take any necessary measures as appropriate and in compliance with all relevant laws.
- (v) In order to provide certain SwingSubs who are obtaining the required initial or renewal State certifications, depending upon state requirements, School recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the School designates Swing as its designee to submit SwingSub credentials to the county or state department of education office to obtain the SwingSub certifications. School recognizes that it may be required to execute certain documents to allow Swing to perform its function as its designee.

School and Swing shall indemnify and hold each other harmless against and from any claims made or brought by a SwingSub or a third party as a result of the other party's breach of its obligations in this section except in case of a workers' compensation claim finding under which Swing Education's workers' compensation policy will govern.

10. Third Parties and Subsidiaries. School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by email or by nationally recognized overnight courier to the addresses set forth on the signature page of this Agreement. Notices shall be deemed given: (a) when sent by email, upon transmission without bounce-back error notification (or, if sent after 5:00 p.m. local time of the recipient, on the next business day); or (b) when sent by nationally recognized overnight courier, one (1) business day after deposit with the courier. Either party may change its notice address by providing written notice to the other party in accordance with this Section.

12. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and shall be provided or denied within fifteen (15) business days of the requesting party's written request (failure to respond within such period shall be deemed consent); provided, however, that Swing Education may assign this Agreement without School's consent to an Affiliate or to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Swing Education's assets, so long as the assignee assumes all of Swing Education's obligations



under this Agreement. For purposes of this Section, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Swing Education, where "control" means the ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interest of the controlled entity.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the date this Agreement is first delivered to School by Swing Education.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

A handwritten signature in black ink, appearing to read "MCooper".

Matthew Cooper
CEO

Email:
customersuccess@swingeducation.com

Address:
2041 East St PMB 884, Concord California, 94520, US

SCHOOL: Redwood City SD

X

Name: Dr. Christian J. Rubalcaba

Title: Superintendent

Email:

Address: 750 Bradford St. Redwood City, CA94063

Rick Edson RE

Chief Business Official



Exhibit A: Payment

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Hourly Rate as applicable, according to the below:

- (a) Swing Education will invoice School for Amounts Due on a regular basis. School shall pay all Amounts Due under each invoice within 30 days of the invoice date. Upon execution of this Agreement, Swing Education will invoice the School the Deposit Amount in the amount estimated to accurately approximate the School's total financial obligation (i.e., Amounts Due) for two months of usage of the Platform & Services (the "Deposit Amount"). School shall pay the Deposit Amount within thirty (30) days of the invoice date. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to another payment option with a higher Service Fee, with notice. The Deposit Amount will be held by Swing Education as security for School's payment obligations under this Agreement and will automatically roll over to the following school year. School may elect to have Swing Education draw down against the Deposit Amount for Requests made during the last two calendar months of the school year beginning on May 1 (the "Deposit Period") by providing written notice to ar@swingeducation.com no later than March 31 of the applicable year. If School makes such election, Swing Education will draw down against the Deposit Amount for Requests during the Deposit Period (Swing Education will provide regular usage statements, as a way of maintaining ongoing records), and if the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above. Notwithstanding the foregoing, the Deposit Amount (or any remaining balance thereof) will be reimbursed to School if: (i) School terminates the Agreement, in which case such funds will be reimbursed within 30 days after termination, or (ii) School submits a reimbursement request at www.swingeducation.com/support. Reimbursement request(s) should be submitted on or before May 31, in which case any remaining funds will be reimbursed as soon as is practical after the end of the school year, and in no case later than June 30. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. Swing Education will Invoice the School a Deposit Amount every July beginning the first July immediately proceeding the first Deposit Amount payment; That annual Deposit Amount may be adjusted as appropriate to accurately approximate School usage over two months, and School will pay the annual Deposit Amount within 30 days of Swing Education's Invoice and prior to any services being provided. All invoices submitted by Swing Education shall include the following, to the extent applicable: invoice date, dates of service, description of services provided, applicable daily &/or hourly rates, total payment due, and Swing Education's remittance address and contact information.al payment due, and Swing Education's remittance address and contact information.
- (b) Swing Education reserves the right to increase the Deposit Amount during a given school year in order to more accurately approximate School usage over two months based upon actual usage. In such case, Swing Education will invoice the School for the Additional Amount needed to meet the new Deposit Amount. If the Additional Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of



the Services, or switch School to another payment option with a higher Service Fee, with notice.

- (c) School and Swing will work together to decide which SwingSub roles will be designated as a Daily Wage role and which SwingSub roles will be designated as an Hourly Rate role.
- (d) Swing Education will charge a Service Fee according to one of the below options:

☐ **Option 1 - Standard Pricing**

Under the Standard Pricing option, the Service Fee is 30%. This Standard Pricing option includes discounted rates that are contingent on the Deposit Amount being paid in full and on time. Absent a timely and complete Deposit Amount payment, each Service Fee listed below shall increase by 5%. Current sub pay rates and estimated total rates are indicated in the below chart for easy reference:

Request Type	Pay-to-Sub Rates per Hour (Hourly Rate)	Pay-to-Sub Rates per Day (Daily Wage)	Service Fee	Total est. Hourly (including service fee)	Total est. Daily
Credentialed	\$33.33	\$250.00	30%	\$43.33	\$325.00
Long Term Credentialed	\$36.67	\$275.00	30%	\$47.33	\$357.50
Non-Credentialed	\$28.00	\$210.00	30%	\$36.40	\$273.00
Long Term Non-Credentialed	\$28.00	\$210.00	30%	\$36.40	\$273.00

☐ **Option 2 - Volume Pricing**

Under the Volume Pricing option, the Service Fee is based on the volume of Filled Days per month. As used in this section, a "Filled Day" means each calendar day on which a SwingSub successfully fills all or any portion of a Request, regardless of whether the SwingSub works a Full Day or a Half Day. For Hourly Rate positions, each calendar day on which a SwingSub records compensable time shall constitute one Filled Day. Swing Education will charge a tiered Service Fee for each Filled Day according to the volume of Filled Days in the applicable month, as outlined below. The tiered pricing options outlined below are contingent on timely and complete payment of Deposit Amount. Absent a timely and complete Deposit Amount payment, each Tiered Service Fee listed below shall increase by 5%.



Volume Tiers (applied monthly)	Discount	Filled Days Per Month Tier	Tiered Service Fee	Payroll and Compliance	Total Service Fee
Tier 1	0%	0-300	12%	18%	30%
Tier 2	-1%	301-450	11%	18%	29%
Tier 3	-2%	451-650	10%	18%	28%
Tier 4	-3%	651+	9%	18%	27%

Please note:

1. The Service Fee is calculated on a marginal basis: each Tier's rate applies only to the Filled Days within that Tier's range.
2. At the end of each month, Swing Education will calculate a single blended average Service Fee percentage, which will be applied uniformly across all Requests filled during that month.
3. Volume tiers reset at the beginning of each calendar month.
4. Unless otherwise specified, the current Request Type(s), Pay-to-Sub Rates per Hour (Hourly Rate), and Pay-to-Sub Rates per Day (Daily Wage) are those listed in the chart in the Standard Pricing section immediately above.

The Service Fee under the Volume Pricing option is determined monthly as a single blended percentage, calculated as follows:

Each volume tier's Service Fee percentage applies to the Filled Days that fall within that tier's range, as set forth in the table above. At the end of each calendar month, Swing Education will calculate a blended average Service Fee percentage by multiplying each tier's Service Fee percentage by the number of Filled Days within that tier's range, summing the results across all applicable tiers, and dividing by the total number of Filled Days for the month. The resulting blended average Service Fee percentage is the Service Fee for that month and will be applied uniformly to all Requests filled during that month, regardless of Request type, Daily Wage, or Hourly Rate. Volume tiers reset at the beginning of each calendar month. If a School who was already billed in a calendar month later reaches a higher volume tier (resulting in a lower blended average Service Fee for that month), Swing Education will reconcile any overpayment as follows:

- (a) For Requests filled during that month that have not yet been invoiced, Swing Education will apply the correct blended average Service Fee for that month to such Requests on the applicable invoice;
 - (b) For Requests filled during that month that have already been invoiced at a higher Service Fee, Swing Education will issue a credit memo reflecting the difference between the amount previously invoiced and the correct blended average Service Fee for that month, which credit memo will be applied to future invoices; and
 - (c) Swing Education will regularly review volume thresholds to ensure timely adjustments.
- (f) **Late Payments.** Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of 5 percent (5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. In the event of any late payment(s), Swing Education also reserves the right to immediately suspend or terminate School from the Platform, switch the School to an alternate payment plan, and/or increase the then-applicable Service Fee(s) by 5%, with notice.