

SPARK License Order Form

School/Organization:

This pricing expires: 05/01/2022

Questions or concerns, contact erin@therootedschool.com

The Completed form should be emailed to erin@therootedschool.com



SPARK	Item Number	Price*	Total
License for a one (1) school or organization	SKP-01	\$497/one site license	\$497

Note: Licenses purchased or renewed after 09/01/2021 will be at prevailing rates.

* Such amounts are due and payable on or before the date thirty days from the date of the invoice from The Rooted School, together with any applicable state and local sales tax.

+REQUIRED FIELDS

+Bill to Organization Name (herein "Customer")	
+Attention	
+Address	
+City, State, Zip	
Customer PO Number (If required by Customer's policies)	
+Email	
+Phone	
+Chosen Program Month	

To accept the quote and terms of the Agreement, please return the completed and signed Agreement (all pages including terms and conditions), defined herein, and tax exempt certificate, if applicable, by email to erin@therootedschool.com. By signing this Order Form, Customer acknowledges receipt of the "Terms and Conditions – SPARK Products." This License Renewal Form is made subject to, and is governed by the "Terms and Conditions – SPARK Products" incorporated herein by this reference. The Agreement is hereby agreed to by Customer as of the date below.

+Authorized Customer Signature _____ +Title _____

+Printed Name _____ +Date _____

+REQUIRED On-Site Leader(s) INFORMATION: Fill in the following info for each person who will be the on-site leader. On-site leaders will be our contact person and give access to SPARK through our digital platform.



Legal Name of Site:	
Site Address:	
City, State, Zip	
+Number of Classrooms:	
+Number of Students:	
+Primary Contact Name:	
+Primary Contact Phone Number:	
+Primary Contact Email Address:	

Legal Name of Site:	
Site Address:	
City, State, Zip	
+Number of Classrooms:	
+Number of Students:	
+Primary Contact Name:	
+Primary Contact Phone Number:	
+Primary Contact Email Address:	

Legal Name of Site:	
Site Address:	
City, State, Zip	
+Number of Classrooms:	
+Number of Students:	
+Primary Contact Name:	
+Primary Contact Phone Number:	
+Primary Contact Email Address:	

Terms and Conditions – SPARK

Customer desires to purchase and The Rooted Family “The Rooted School” desires to provide, a site license to the product (“SPARK”) identified as Licensed Products on the SPARK Order Form to which these Terms and Conditions are attached. In consideration of the foregoing, The Rooted School and the Customer, intending to be legally bound, agree that the following Terms and Conditions govern The Rooted School’s past, current and contemplated delivery of Licensed Products:



1. Definitions. The following terms used herein have the meanings set forth on the SPARK Order Form and in these Terms and Conditions.

“Agreement” means these Terms and Conditions, the SPARK Order Form to which these Terms and Conditions are attached, and any applicable individual terms of use presented in connection with accessing the Licensed Product, and expressly excludes any contrary terms, conditions or provisions reflected in any Customer purchase order or similar document. This Agreement supersedes any prior agreement, oral or written, between the parties with respect to the Licensed Products.

“Licensed Product(s)” means the SPARK identified as being licensed on the SPARK Order Form and any related manuals and materials.

“Authorized Locations” means those specific school, campus, classrooms or other identified training or administrative sites or locations identified as such on the SPARK Order Form.

2. Term. This agreement shall become effective on the date the customer signs the agreement. All licenses are active for one full calendar year and will terminate at the end of the year that follows the anniversary of the Authorized Customer chosen start date. The length of the term is set forth on Page 1 of the SPARK Order Form. By way of example, a license signed on April 25, 2021 with a chosen start date of September 1, 2021 will expire on August 31, 2022.

3. Grant and Scope of License. Subject to the terms and conditions of this Agreement, The Rooted School hereby grants to the Customer a non-exclusive and non-transferable right during the Term of this Agreement to use the Licensed Products within family units. Each Licensed Product made available under this Agreement is licensed, not sold.

4. Restrictions. Except as expressly permitted herein, Customer may not (a) use the Licensed Product for any other purpose, (b) assign, license, sell, resell, distribute, loan, lease, or otherwise transfer any Licensed Product or any related materials in whole or in part, (c) authorize or allow a third party to use any Licensed Product, (d) copy, or allow anyone else to copy, in whole or in part, any Licensed Product, (e) modify, reverse engineer, decompile, or disassemble any Licensed Product, or (f) store any Licensed Product at any location other than the Authorized Location(s) (provided that, Authorized Users may be allowed online access to Licensed Products from locations other than Authorized Locations).

5. Customer’s Responsibilities. Customer shall (a) appoint an administrator who shall have the sole authority to distribute access to digital programming, and to set up additional accounts, (b) assure proper machine configuration, a compatible Internet browser, and Internet access, in each case, as applicable, (c) use each Licensed Product in conformance with its related manuals as published and updated from time to time, (d) restrict access to the Licensed Products to those individuals who have a “need to know” for the authorized purpose, (e) control the use of the Licensed Products, and assure that only Authorized Users are provided access, (f) comply with all other terms and conditions of this Agreement, including, but not limited to, paying, when due, all fees owed The Rooted School, and (g) assume full responsibility for the selection of the Licensed Products to achieve any Customer purpose.

6. Data. The parties acknowledge and agree that any data is collected, The Rooted School may use and disclose the data collected from pre and post assessments, forms or data gathered in other ways.

7. Limitation on Damages. The Rooted School's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid The Rooted School under this Agreement. In no event shall The Rooted School be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

8. Warranty and Limitations. The Rooted School warrants that they licensed products have been developed in accordance with industry standards, except as set forth in this section, The Rooted School expressly disclaims any and all representations, warranties and conditions of any kind or nature, express or implied, and those arising by nature or otherwise in law from a course of dealing or use of trade, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

9. Use After Termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Licensed Products and shall immediately destroy, or if requested by The Rooted School, return, all copies of Licensed Products in its possession. Customer shall certify in writing its compliance with these requirements.

10. Maintenance. The Licensed Products are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. The Rooted School shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

11. Updates and Modifications. The Licensed Products may be modified or updated from time to time at The Rooted School's sole discretion. The Rooted School shall make such modifications and updates available to Customer as they are developed; provided however, that: (a) The Rooted School reserves the right to charge a fee for any new functionalities available through the revised Licensed Products; and (b) to the extent that modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the revised Licensed Products within the time frame set forth in a written (including electronic) notice from The Rooted School detailing the timeframe of such modification or update and the revised computer configuration requirements.

12. Ownership. All title and copyrights in and to all Licensed Products (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Licensed Products), the accompanying printed materials, and any copies of the Licensed Products, are owned by The Rooted School its suppliers or a third party. All rights not specifically granted under this Agreement are reserved by The Rooted School. Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to any Licensed Product, any rights in patents and copyrights applicable thereto, or any right, title or interest in or to copyrights or trademarks.

13. Computer Requirements. Customer acknowledges and agrees that The Rooted School may establish computer configuration requirements to properly access and use the Licensed Products and that The Rooted School shall have no liability for matters relating to the failure to comply with these computer requirements. The Rooted School may revise these configuration requirements from time to time in its sole discretion.

14. Use of Third Parties. In the event that one or more third parties is listed among the Authorized Location(s) (each a "Third Party"), the Customer enters into this Agreement on its own behalf and on behalf of each such Third Party. The Customer represents and warrants that it has the authority to bind each such Third Party to this Agreement and that each such Third Party is hereby bound by the terms and conditions of this Agreement as if it were the Customer. The Customer agrees that it shall be jointly and severally liable for all obligations of each and every Third Party.

15. Termination. Either The Rooted School or Customer may terminate this Agreement upon written notice to the other party in the event that the other party breaches its obligations under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Notwithstanding anything in this Agreement, at law, or in equity to the contrary, other than pursuant to Customer's claim for actual damages caused by The Rooted School's breach of this Agreement, The Rooted School will

be entitled to retain all amounts paid hereunder and will have no obligation to return to Customer any prorated portion of compensation paid hereunder regardless of any early termination and any reason therefore. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 3, 4, 5, 6, 7, 8, 11, 12, 14 and 15 of these Terms and Conditions shall survive.