



Zumbini For Schools Qualifying License Agreement

Instructions:

1. Read and sign the attached “Zumbini For Schools Qualifying License Agreement”
2. Upload your signed agreement to www.zumbini.com/school-approval
3. You will receive an email confirming your approval within 72 hours of your submission

If you have any questions, please call us at (305) 330-1512 or email us at support@zumbini.com

Note: This agreement must be signed by the facility where Zumbini for Schools will be taught, not by the instructor.

ZUMBINI FOR SCHOOLS QUALIFYING FACILITY LICENSE AGREEMENT

This Zumbini for Schools Qualifying Facility License Agreement (“Qualifying Facility License Agreement” or “Agreement”) is entered into between Zumbini, LLC (“Zumbini”), and you (“Qualifying Facility”), and is effective as of the date on which this Agreement is executed (“Effective Date”). Zumbini and Qualifying Facility are referred to singularly as a “Party” and collectively as the “Parties.”

WHEREAS, Zumbini is engaged in early childhood education classes combining music, dance and educational tools for babies, toddlers and children, including Zumbini’s Zumbini for Schools Program, which is an early childhood education program for children ages 1-5 to be taught at qualifying daycare center, schools, and other facilities;

WHEREAS, Qualifying Facility is a daycare center, school, or other facility dedicated to the care and/or instruction of children ages 1-5 that (i) is in strict compliance with all applicable laws, statutes, regulations and ordinances in the Territory (as defined below) in which the facility is located (whether a country, federal, state, municipal, local and/or other government body) related to and/or concerning the care and/or instruction of children without a parent or guardian being present; and (ii) has secured all required permit(s) from the applicable governmental body(ies) in the Territory in which the facility is located (whether a country, federal, state, municipal, local and/or other government body) in order to care for and/or provide instruction to children without a parent or guardian being present. Such permit(s) must be in good standing;

WHEREAS, Zumbini has entered into a certain Zumbini for School Program License Agreement with a Qualifying Instructor (as defined below) to teach the Zumbini for Schools Program at a Qualifying Facility location;

WHEREAS, the Qualifying Facility has agreed to permit the Qualifying Instructor to teach Zumbini for School Program classes at a Qualifying Facility location in strict accordance with the terms and conditions set forth in this Qualifying Facility Agreement; and

NOW, THEREFORE in consideration of the foregoing and the mutual promises set forth below, the Parties hereby agree as follows:

1. Grant of License. Subject to the terms of this Agreement, Zumbini hereby grants to Qualifying Facility a limited, non-exclusive, nontransferable, revocable license, without warranty, to use the Zumbini IP Rights (as defined below) to promote Zumbini for Schools Program classes at the Qualifying Facility so long as the terms and conditions set forth in this Agreement are followed (the “License”).

1.1. Qualifying Instructor. Each instructor teaching the Zumbini for Schools Program at a Qualifying Facility must be a licensed Zumbini instructor in good standing who has successfully completed the Zumbini for Schools Program Online Training Course (“Qualifying Instructor”). Qualifying Facility is prohibited from offering any Zumbini for Schools Program classes at a Qualifying Facility that is not taught by a Qualifying Instructor.

1.2. Territory. Unless otherwise directed by Zumbini, the License is valid at Qualifying Facility locations worldwide with the exception of Colombia, Mexico, Hungary, and any country to which the U.S. restricts trade or where exercising rights hereunder would violate any law, regulation or ordinance.

1.3. Zumbini for Schools Program Bundle. Qualifying Facility understands, acknowledges and agrees that it is a requirement under this Agreement that all participants of any Zumbini for Schools Program classes/class sessions at a Qualifying Facility location **MUST** receive a new Zumbini for Schools Program Bundle and that no one can participate in any Zumbini for Schools Program classes/class sessions at a Qualifying Facility location without having received a Zumbini for Schools Program Bundle. The Zumbini for Schools Program Bundle shall be purchased by the Qualifying Facility and distributed to each participant of a Qualifying Instructor’s Zumbini for Schools Program classes/class sessions. Zumbini for Schools Program Bundles (or individual components thereof including, for example, Zumbini Song Books) cannot be resold, reused, copied, or otherwise sold by a Qualifying Instructor, the Qualifying Facility, or by anyone acting on the Qualifying Facility’s behalf.

1.4. Use of Zumbini Materials by Qualifying Facilities. All Zumbini materials distributed to a Qualifying Instructor and/or a Qualifying Facility by Zumbini are the property of Zumbini and cannot be disseminated by to any third party without Zumbini's approval. Notwithstanding the foregoing, a Qualifying Facility hosting a Qualifying Instructor's Zumbini for Schools Program classes at a Qualifying Facility location may use marketing materials made available to it by a Qualifying Instructor and/or Zumbini in accordance with the terms and conditions set forth herein. Qualifying Facility agrees to not make any changes to such marketing materials, including any changes to any Zumbini IP Rights, without the express written consent of Zumbini. Unless otherwise set forth herein, any and all uses of the Zumbini IP Rights by Qualifying Facility must be approved by Zumbini prior to any such use of the Zumbini IP Rights by a Qualifying Facility. For purposes hereof, "Zumbini IP Rights" shall mean any and all trademarks, service marks, logos, designs, slogans, trade dress, copyrights, patents, and any other intellectual property rights owned and/or controlled by Zumbini or for which Zumbini has obtained the exclusive right to use in the Territory.

1.5. Third Party IP Rights. Qualifying Facility must not include any third party intellectual property rights in materials promoting a Qualifying Instructor's Zumbini for Schools Program classes at a Qualifying Facility location without Zumbini's prior written approval. Notwithstanding the foregoing, use of the name of the Qualifying Facility where such classes are being held is permitted if subordinate to the Zumbini IP Rights.

1.6. Compliance with Laws. Qualifying Facility must (i) strictly comply with all applicable laws, statutes, regulations and ordinances (whether a country, federal, state, municipal, local and/or other government body) in the Territory in which Qualifying Facility (and/or a Qualifying Facility location) is located related to and/or concerning the care and/or instruction of children without a parent or guardian being present; and (ii) have secured (and must maintain in good standing) all required approvals and permits from the applicable governmental body(ies) in the Territory in which the facility is located (whether a country, federal, state, municipal, local and/or other government body) in order to care for and/or provide instruction to children without a parent or guardian being present; and (iii) obtain all required approvals and permits pertaining to marketing, advertising, or providing services related to the instruction of children, including any requirements for the instruction of children without a parent or guardian being present. ***Qualifying Facility understands, acknowledges, and agrees that any and all government fees and/or tax obligations resulting from and/or concerning any transactions related to Instructor's Zumbini® classes, including but not limited to income tax, sales tax, value added tax (VAT), etc., shall be Qualifying Facility's sole and exclusive responsibility.***

1.7. Qualifying Facility's failure to abide by any of the terms of this Section 1 is grounds for immediate termination of this Qualifying Facility License Agreement and all of the benefits conferred hereunder.

2. Termination. Zumbini may immediately terminate this Qualifying Facility License Agreement, with or without cause, by giving Qualifying Facility written notice. Qualifying Facility may cancel this Qualifying Facility License Agreement at any time; however, Qualifying Facility must not cancel this Qualifying Facility License Agreement in the middle of a Zumbini for Schools Program class session that a Qualifying Instructor is in the middle of teaching. If a Qualifying Facility requests to cancel this Agreement mid-session, cancellation shall be effective on the last day of the month during which a Qualifying Instructor's last session concludes.

3. Interpretation & Enforcement. This Qualifying Facility License Agreement will be construed in accordance with the laws of the U.S. and the State of Florida. Any legal action arising from or relating to this Agreement must be brought in a state or federal Court in Broward County, Florida. The Parties waive any challenge to personal jurisdiction or venue in those Courts. The prevailing Party in any such action is entitled to recover its attorneys' fees and costs. The Parties expressly waive the right to a jury trial in any action relating to this Agreement. Any judgment by a court under this Section shall be fully enforceable in Instructor's country of residence.

4. Acceptance of Agreement. Digitally signing this Agreement and/or completing a click-through process required to accept this Agreement shall be effective as an original signature and constitutes Qualifying Facility's acceptance to the terms hereof. Qualifying Facility acknowledges that it has read and understands this Agreement in its entirety.

5. Parties' Relationship. The Parties' relationship is that of licensor and licensee. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment

relationship between the Parties, nor shall Zumbini be deemed to be acting in a fiduciary capacity with respect to Instructor. Qualifying Facility has no authority to make or accept any offers or representations on behalf of Zumbini or to act for or bind Zumbini in any manner, including in connection with a Qualifying Instructor’s relationship with a Qualifying Facility. It is understood and agreed that any arrangement between Instructor and a Qualifying Facility is an arms-length relationship between a Qualifying Instructor and the Qualifying Facility and, other than with respect to the terms and conditions set forth herein, does not bind Zumbini in any way. Qualifying Facility must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person or entity regarding the nature of the Parties’ relationship.

6. Limitation of Liability. Zumbini makes no representations or warranties, express or implied, with respect to the Zumbini for Schools Program or any Zumbini materials, including, without limitation, warranties of fitness, merchantability or non-infringement. Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, will Zumbini or any of its affiliates, related entities, members, directors, officers, and or employees (or any member, director, officer, or employee of a Zumbini affiliate or related entity (collectively, “Zumbini Related Parties”)) be liable to Qualifying Facility or any other person for any indirect, special, incidental or consequential losses or damages arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized Zumbini representative was advised of or should have known of such damages.

7. Indemnification. Qualifying Facility shall indemnify, defend and hold harmless Zumbini and the Zumbini Related Parties from all losses, liabilities, damages and expenses (including attorneys’ fees and costs) they may suffer as a result of any claims, demands, actions or proceedings made/instituted by a third party which arises out of any (i) criminal and/or negligent acts of Qualifying Facility or an employee, agent and/or representative thereof; (ii) breach by Qualifying Facility (or an employee, agent and/or representative thereof) of any provision hereof; or (iii) other acts/omissions of the Qualifying Facility (or an employee, agent and/or representative thereof).

8. Nature of Services. Any information Zumbini provides to Qualifying Facility about the Zumbini program, Zumbini materials, Zumbini’s website(s) or otherwise regarding early childhood development is intended solely as a general educational aid and is not a substitute for educational or developmental advice. ***Qualifying Facility must ensure that it (and any of its employees, agents and/or representatives) complies with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where Qualifying Facility is located.*** Zumbini and the Zumbini Related Parties assume no responsibility for any consequence relating directly or indirectly to any action or inaction of Qualifying Facility (or any of its employees, agents and/or representatives) based on the information, services, or other materials provided by Zumbini. While Zumbini strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, Zumbini and the Zumbini Related Parties do not guarantee, and will not be responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Qualifying Facility on behalf of itself and its employees, agents and/or representatives releases from liability, and holds harmless Zumbini, and the Zumbini Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person (including any minor child) arising or resulting directly or indirectly from Zumbini classes held at a Qualifying Facility location. Zumbini assumes no responsibility for any medical expenses, injury, or damage suffered by any person, or any participant of a Zumbini classes held at a Qualifying Facility location.

9. No Waiver & Reservation of Rights. Zumbini’s failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provisions hereof. Zumbini reserves all rights not granted herein. To submit questions regarding this Agreement, email support@zumbini.com.

The Qualifying Facility hereby fully consents and agree to all of the terms hereof as of ____ __, 201__.

Name of Qualifying Facility: _____

Address of Qualifying Facility: _____

Signature: _____ **Print Name:** _____ **Title:** _____