



## **PBIS Rewards Purchase Terms**

**Date: April 18, 2022**

### **1. Overview**

These PBIS Rewards Purchase Terms apply to Services and Products purchased from Motivating Systems, LLC dba PBIS Rewards (PR) through any Purchase Instrument including, but not limited to, a Purchase Order, a PBIS Rewards Order Form, or any other executed agreement or contract by an Organization.

### **2. Order Acceptance**

PR reserves the right to reject an order placed by an Organization for any reason. PR will notify the Organization within 30 days of receipt of an order if PR is rejecting the order.

### **3. PBIS Rewards Service Terms and Requirements**

If the Organization purchases the PBIS Rewards Service from PR, the Organization agrees to the definitions, terms, and requirements outlined in the sub-paragraphs for Paragraph 3.

#### **3.1 Subscription Period**

If the Organization is purchasing the PBIS Rewards Service for a single school year, the service will be available to the Organization from the time the Organization completes onboarding to a date 60 days past the last day of the Organization's school calendar for the school year listed in the Purchase Instrument (Subscription Period). If the purchase is for more than one school year, the Subscription Period will extend to 60 days past the last day of the last school year listed in the Purchase Instrument. This last day of the Subscription Period is the Expiration of Service Date.

The service may have limited functionality from the period(s) between the last day of any school year and the beginning of the subsequent school year or the Expiration of Service Date. This limited functionality period is granted to the Organization for the purpose accessing and downloading year-end and other reports from the system so that Organization can archive these reports.

#### **3.2 Data Archive Grace Period**

Data will be archived for an additional 60 days past the Expiration of Service Date. After this Data Archive Grace Period, Data will be deleted, and it will not be possible to retrieve the Data or reports created in PBIS Rewards. This Data Archive Grace Period exists since schools may have an extended break between the end of one school year and the beginning of the following school year.

#### **3.3 Student Count**

Pricing of the PBIS Rewards Service is based on the student count given to PR at the time of the sale and is expected to be the Organization's best estimate of the peak enrollment during the Subscription Period. If the number of active students exceeds the school estimate by amount greater than 5% for more than 30 consecutive days, PR has the right to invoice the Organization for the additional student count.

#### **3.4 Student Requirements**

Students are not required to have ID cards, but the PBIS Rewards smartphone apps are most effective when students have ID cards. The ID cards should have a QR code or Barcode that represents a numeric student ID number unique to each student. PR can provide Student ID Cards at an additional cost.

#### **3.5 Primary Staff Contact**

PR will provide access for the Organization's primary staff contact. If the Organization consists of multiple sub-organizations (e.g., schools within a school district), the Organization may assign different primary staff contacts for each sub-organization. The Organization's primary staff contact may provide authorization for additional staff members to perform administrative tasks associated with the PBIS Rewards application. Once access has been granted, the primary staff contact, or designees, will be responsible to ensure that all other staff members and students are granted access to the program. PR can assist in this process if issues arise, but the primary responsibility for granting access and setting permission levels for school staff members and students will rest with the Organization.

### **3.6 Desktop Web Portal Requirements**

A computer capable of running a modern web browser with current software updates applied such as:

- Chrome (latest version)
- Microsoft Edge (latest version)
- Firefox (latest version)
- Safari (latest version)

The computer must have Internet access and be capable of communicating with the website

<https://app.pbisrewards.com>. The PBIS Rewards service including the Smartphone Apps and the Desktop Web Portal are provided as a cloud-hosted solution.

### **3.7 Smartphone Apps Requirements**

Any user who will use one of the PBIS Rewards Smartphone Apps must have a smartphone or device capable of running the applicable PBIS Rewards Smartphone App (Staff App, Student App, Family App). Devices supported include:

- iOS devices (latest version)
- Android devices (latest version)

PR will attempt, but not guarantee, to support the latest version of Amazon Fire devices. PR will attempt, but not guarantee, to support previous versions of the operating systems of these devices. Devices must be capable of communicating with the website <https://app.pbisrewards.com> over a Wi-Fi network or over a mobile data network.

### **3.8 ID Card Limitation**

If Organization is using ID Cards provided outside of the PBIS Rewards service, you confirm that Organization has adequately tested your ID Cards with the PBIS Rewards Smartphone Apps for those platforms that you will be using in Organization. PR does not warrant that the Smartphone Apps will work with ID Cards that are not provided by PR or are not produced from the PBIS Rewards service. Although the Smartphone Apps generally work with other ID Card systems that use a barcode or QR Code, it is important that Organization test compatibility to ensure that the Apps work satisfactorily.

### **3.9 Limited Warranty**

The Organization warrants that it has completed due diligence on the fitness of the PBIS Rewards service. PBIS Rewards warrants that the PBIS Rewards Service will work as outlined in the user documentation provided via the PBIS Rewards support site at <https://support.pbisrewards.com> and makes no implied warranties. PBIS Rewards will fix any Defect of operation of the software in a timely manner which will not extend beyond 60 days from the first discovery of the Defect. A Defect is any operation or non-operation of the software where it does not perform as described on the support website. Requests to change how the software operates will not constitute a Defect. Any warranty claim must be brought within 180 days from date of purchase for which PR may choose to either repair, replace, or refund the purchase price.

## **4. ID Card Purchase Terms and Requirements**

If Organization purchases ID Cards from PR, the Organization agrees to the following terms. 1) PR will bill for the ID Cards in advance if the ID Cards are ordered at the same time as the PBIS Rewards service on the same Purchase

Instrument. 2) PR will make reasonable effort to engage with the Organization before printing and shipping ID Cards. If Organization fails to participate in the review of the ID Cards, PR has the right to print and ship the ID Cards and the Organization agrees to pay the corresponding invoice for the ID Cards.

## 5. Training Engagement Terms and Requirements

If Organization purchases training services from PR, the Organization agrees to the definitions, terms, and requirements listed in these sub-paragraphs of Paragraph 5.

### 5.1 Training Definitions

**Attendee** is a person who is participating in a training course for the purpose of learning from the instruction and materials of the training course.

Training courses/sessions are either **Open** or **Organization-Specific**. **Open** training is training that is for the benefit of Attendees from any Organization. **Organization-Specific** training is training purchased specifically for and by a single Organization.

**Self-Paced Training** is training that is reviewed independently and at the Attendee's own pace. It does not include instructor time unless outlined in the description of the Self-Paced Training course. Access to the material may be limited to a time period with a start and end date/time. Some training materials may be accessible only through a training portal.

**Virtual Training** is instructor-led training provided to Attendees through a video conference platform such as Microsoft Teams, Zoom, or another platform chosen by PR that provides live video presentation. Unless specifically outlined in the purchase order, and agreed to by PR, video recording is limited to PR. Virtual Training is not self-paced training but has a schedule and all Attendees participate at the same time. Virtual Training is led by an instructor or instructors provided by PR.

**Hosted Training** is instructor-led live in-person training hosted by PR at PR's facility or a neutral-site facility arranged by PR, such as a hotel conference center. Hosted Training is led by an instructor or instructors provided by PR. Unless specifically outlined in the purchase order, and agreed to by PR, video recording is limited to PR.

**Onsite Training** is instructor-led live in-person training that is hosted at a facility provided by the Organization and led by an instructor or instructors provided by PR. It is almost always Organization-Specific. Unless specifically outlined in the purchase order, and agreed to by PR, video recording is limited to PR.

**Hybrid Training** is training that includes two or more training types from Self-Paced Training, Virtual Training, Hosted Training, and Onsite Training.

### 5.2 Self-Paced Training Requirements

If Organization purchases training that includes a Self-Paced Training component, the Organization agrees to make time available to the Attendees during the time period where the training material is available. The Organization will be responsible for ensuring that the Attendee(s) has/have a device and Internet access that is adequate for going through the training.

### 5.3 Virtual Training Requirements

If Organization purchases training that includes a Virtual Training component, the Organization agrees to allow Attendees to participate during the scheduled time of the events that make up the Virtual Training. The Organization will be responsible for ensuring that the Attendee(s) has/have a device and Internet access that is adequate for participating in the training.

### 5.4 Hosted Training Requirements

If Organization purchases training that includes a Hosted Training component, the Organization agrees to allow Attendees to participate during the scheduled time of the events that make up the Hosted Training. Attendees participating in Hosted Training are responsible for their own travel, housing, and meals. Attendees must bring a computer (laptop or computer-capable tablet) and hand-held device such as a smartphone. Ideally each Attendee has a mobile device and a computer. Computers can be shared, if necessary, but dedicated devices for each Attendee will provide the best experience. Hosted Training events are not recorded unless specified in the description of the training event.

## 5.5 Onsite Training Requirements

If Organization purchases training that includes an Onsite Training component, the Organization agrees to provide and/or furnish the following:

- Space suitable for training. This can be a classroom, library, auditorium, or other suitable facility.
- Electricity. Organization will provide extension cord(s) and power strips if required.
- Audio/visual equipment. PR will bring a computer with an HDMI output. A/V Equipment should accept HDMI as input and be capable of displaying the contents on a screen or large monitor such that all Attendees present for training can see the display and hear computer generated audio. If the room is large, please provide a microphone for the instructor.
- Internet access which can be wired and/or Wi-Fi available, with passwords, for use by PR in the training room. Please ensure that the Internet access is suitably open so that it can be used by the instructor.
- Suitable devices for using the PBIS Rewards service for all training Attendees. Ideally each Attendee has a mobile device and a computer. Computers can be shared, if necessary, but dedicated devices for each Attendee will provide the best experience.
- Contact information for a technology specialist that can troubleshoot any issues that may arise with Wi-Fi, audio, or device connectivity.
- Access to nearby restroom for all participants.
- Time and space allotted for lunch service to participants (30-60 minutes). This would also include trash removal at the end of the session.
- Training websites cleared through technology filters including YouTube. PR will provide URL links seven (7) days prior to the start of training.
- Contact person onsite at location at least 1 hour (night before would be best) to allow for instructors to set up session and test technology.
- Prompt attendance and professional courtesy is necessary, and appreciated, to effectively complete the full training. Delayed training sessions will result in decreased training content.

## 5.6 Scheduling

Training courses that are **Open** are scheduled by PR and published in advance of any purchases.

Training courses that are **Organization-Specific** are scheduled after purchase by the Organization and PR will work with Organization to schedule suitable dates. Organization is obligated to request the dates/times for training at least 30 calendar days in advance. PR will do its best to accommodate the dates requested, but the requested dates are subject to availability of PR training staff and are not guaranteed until confirmed by PR. If the requested dates are unavailable, PR will work with the Organization to schedule a date that works for both parties. Training must be scheduled and completed within the PBIS Rewards service subscription period. If training cannot be scheduled within the PBIS Rewards service subscription period, PR will work with Organization to substitute an equivalent.

## 5.7 Unused Training and Cancelled Training Events

PR will not pro-rate, refund, or credit unused training.

If a Training Event is cancelled due to an uncontrollable/unforeseen natural event, such as a National Weather Emergency or dangerous situation, all parties agree to reschedule the event with the same terms as stated in the original order. Organization shall not be responsible for any additional charge from PR. If the Organization cancels the scheduled training engagement more than 14 calendar days before the start of the Engagement Date, the Organization shall be responsible for 60% (sixty percent) of the total charges for the Training. If the cancellation is within 14 calendar days or less of the start of the Engagement Date, the Organization agrees to pay the contract amount. In the event of an emergency with the scheduled instructor of PR (e.g., personal/family-related illness, accident, death), PR will make its best effort to send a similarly experienced instructor. If no instructor is available and PR must cancel the engagement, the Organization will be reimbursed the Deposit and will not be responsible

for any of the incurred expenses of PR. PR agrees to work with the Organization if there are extenuating circumstances outside of the control of the Organization that require rescheduling of the training.

## **6. Security Protocols**

Both parties agree to maintain security protocols that meet industry standards in the storage, transfer, or transmission of any data, including ensuring that data and the PBIS Rewards platform may only be viewed or accessed by parties legally allowed to do so. Both parties agree to train staff members on security protocols and practices.

## **7. Payment**

Organization will be invoiced immediately upon PR receiving a Purchase Instrument. Incorporated into the Purchase Instrument are the Payment and Billing Policies of PR which are at <https://www.pbisrewards.com/policies/bpp/>. Organization acknowledges and agrees to the terms of the PR Billing and Payment Policy.

## **8. Legal**

### **8.1 Copyright**

All title, including, but not limited to, copyrights in and to the Services, other related materials, and any copies thereof are owned by PR. All rights not expressly granted are reserved by PR.

### **8.2 Termination by PBIS Rewards**

PR may suspend or discontinue part or all of the Services or terminate any Agreement immediately upon notice to Organization for any of the following reasons: (i) Organization fails to pay any invoice within thirty (30) days from the date of invoice, provided PR gives Organization notice and an opportunity to cure its payment default within seven business days of such notice; (ii) Regulatory or other governmental actions which adversely affect the cost of providing the Services, determined in PR's sole discretion; (iii) Organization furnishes false or misleading customer information; (iv) Organization fails, in PR's sole discretion, to maintain satisfactory credit qualifications; (v) Organization fails to provide timely information or data necessary for activating the Services; (vi) Organization does not comply with any applicable software licensing agreements, if any; (vii) Organization becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts; or (viii) a Prohibited Use has occurred. In such cases, PR may terminate the applicable Agreement or any portion of the Service.

### **8.3 Termination by Organization**

Organization may terminate its use of the PBIS Rewards Service at any time and request that all data maintained by PR for the delivery of service be deleted. Notice shall be made in compliance with the Notice terms listed below. No refund for unused service will be given.

### **8.5 Limitation of Liability**

In no event shall PR be liable for any damages including, without limitation, incidental or consequential damages that Organization alleges to have suffered as a result of the Services or the failure of the Services or any costs or expenses for labor or other expenses incurred by reason of the use of any defective goods, access interruption, or loss of information arising out of the use of or inability to use the Services, even if PR has been advised of the possibility of such damages. Any action for PR's breach of these and all terms associated with the PBIS Rewards Service must be commenced by Organization within 180 days after the cause of action occurs.

### **8.6 Damages Upon Termination**

If PR at any time terminates the Service for any default by Organization, in addition to any other remedies PR may have at law or in equity, PR may recover from Organization all damages PR may incur by reason of such default.

### **8.7 Notice**

All notices that are required or permitted to be given shall be in writing, duly signed by the party giving such notice, and transmitted either by personal delivery or by registered or certified mail with return receipt and postage prepaid. All such notices shall be effective immediately upon personal delivery or mailing to the addressee. The address of

either party may be changed by notice to the other party given pursuant to this paragraph. For purposes of all notices or communications required or permitted, the addresses of the parties will be:

PR: Motivating Systems, LLC dba PBIS Rewards  
223 NW 2nd St, Suite 300  
Evansville IN 47708  
United States

Organization: Address on Purchase Instrument.  
Organization shall notify PR if legal notices should be sent to an address other than the Organization's address.

### **8.8 Waiver**

No waiver by either party of any default in the performance of any part of any terms of any agreement, contract, or Purchase Instrument by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default as provided under the terms.

### **8.9 Venue and Legal Expenses**

All Agreements, Contracts, and Purchase Instruments shall be interpreted and governed by the laws of the State of Indiana. In the event of any litigation between Organization and PR, each Party agrees to bear its own attorney and legal fees except as provided for in the Billing and Payment Policy.

### **8.10 Severability**

All terms and provisions in any Agreement, Contract, or Purchase Instrument are independent of one another and shall remain in force should a court or law in the State of Indiana declare one or more of any other term or provision void or unenforceable.

### **8.11 Authority**

Individuals executing Agreements, Contracts, and Purchase Instruments on behalf of their Organization represent and warrant that they are duly authorized to execute such Agreement, Contract, or Purchase Instrument.