

BROKEN ARROW PUBLIC SCHOOLS

Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 9, 2022

Contract/Agreement Vendor: Smore Tal
Name of Vendor & Contact Person

renewals-inquiries@smore.com
Vendor Email Address

Smore provides online applications that help with writing and management of newsletters for elementary and middle school sites.

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

BAPS Elementary and Secondary Teachers

Reason/Audience to benefit

June 27, 2022

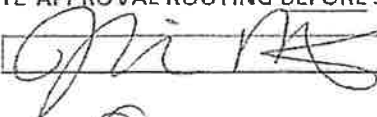
BOE Date


\$1,199.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Jennifer Peterson

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO NO
If yes, Technology Admin: 

Leadership Team Member: Karl Dyer

Funding Source: 11/101 11-101-1000-653-100-1050-000-sites
Fund/Project OCAS Coding

Consent

Action

Accept and approve the renewal agreement between Broken Arrow Public Schools and Smore. Smore will provides online applications that help with writing and management of newsletters for the elementary and middle school sites. The cost to the District is \$1,799.00 and will be paid for with elementary funds./J. Peterson

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Quote 22405

Smore Team Account
[R22] Broken Arrow
Jennifer Peterson
jpeterson@baschools.org
9182597723



FIREPLACE INC
6425 Living Place 2nd Floor
Pittsburgh, PA 15206
Smore Contact:
Sales: tal@smore.com
Billing: carole@smore.com

Description

Smore Team Account

Includes: Collaboration + Template Sharing, Newsletter Translation, MNS Export, Management Dashboard to add/remove staff, and dedicated Customer Success Manager.

Details

Created: 06.02.22
Sent to: jpeterson@baschools.org
PAYMENT IS DUE UPON RECEIPT OF INVOICE

Products

Description	Qty	Unit price	Price
Smore Team Account - Essential (16- 30 users) <i>This quote is for 8 months starting September 2022 ending June 2023</i>	1	\$1,199.00	\$1,199.00

W-9

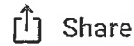
Click [here](#) to access a downloadable PDF of our W-9.

Subtotal: \$1,199.00
Total: \$1,199.00 (USD)



Notes

If you need to present the quote to other decision-makers, simply forward them the email containing the quote or copy and paste the link to share it.



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Terms & Conditions

Smore for Teams

UPDATED August 6th, 2020

These Smore for Teams ("License Terms") are entered into by and between Fireplace, Inc. ("Fireplace," "Smore," "we/our") and the party using any of Smore's cloud-based services (the "Services") via a multi-user account (the "Services"). These License Terms shall be effective upon Customer's use of any Smore Services (the "Effective Date"). Any quote or written document specifying Customer's purchase of Services, defined below, and if applicable, as further stated in the Admin Account page (each referred to herein as an "Order") and any exhibits thereto, shall form part of these License Terms, and together with the [Terms of Service](#) and any written policies or terms requiring Your acceptance or that expressly apply to your use of the Services, including without limitation, the [Educator Hive Guidelines](#) (if applicable), shall constitute the "Agreement". Customer's use of the Services shall be governed by the Agreement. In the event of a conflict between these License Terms, the Terms of Service, an Order or an exhibit, the following order of precedence will govern for purposes of the conflicting subject matter (and provided that the remainder of the non-conflicting License Terms shall remain in effect): these License Terms, the Terms of Service, the Order, and then the other exhibits, if any. All License Terms that are capitalized herein but not defined shall have the meaning set forth in the Terms of Service.

1. SERVICES AND LICENSE

1. **Services.** Fireplace hereby grants Customer the right to access the Services as made available at the Fireplace website (the "Website") in accordance with the Agreement, including without limitation the Service Level Agreement attached hereto as Exhibit A and incorporated herein, for use by Customer and its Authorized Users (as defined in Section 2.3) and for Customer's internal business purposes.

5. **Permissions.** Customer shall be responsible for obtaining all required permission from a parent or guardian for student access to the Website or Services through the "Classroom" feature, as well as the right to submit student information in or through the Services. Customer will be responsible for handling all requests from a student's parent for updating, changing, or removing, any Content. Customer will immediately notify Fireplace in the event that assistance is required to permanently remove a student's information which was explicitly requested by the student's parent or guardian.



3. OWNERSHIP

1. **"IP Rights"** means all forms of intellectual property rights and protections throughout the world, including, but not limited to, any (i) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), (ii) copyrights, (iii) Internet domain names, trademarks, Services marks, and trade dress, together with all goodwill associated therewith, (iv) trade secrets, (v) rights in databases and designs (ornamental or otherwise), (vi) moral rights, rights of privacy, rights of publicity and similar rights, and (vii) and any other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.
2. **Ownership by Fireplace.** As between the parties, Fireplace shall retain all right, title and interest in and to the Services and all improvements thereto, including all IP Rights therein.
3. **Removal of Data.** Prior to the last day of the Term, Customer shall be responsible for the removal of all Content from the Services. Customer acknowledges and agrees that Fireplace shall have no liability to Customer or any third party for deletion of any Content from the Services following the date of termination or expiration of Customer's right to access and use of the Services.

4. PAYMENT




1. **Fees.** Customer will pay the fees for the Services agreed to in the applicable Order (the "Fees"). In the event that Customer wishes to increase the number of User Accounts beyond the number authorized in the Order, Customer shall be required to pay additional fees associated with the increased number of Customer User Accounts, pro-rated for the remainder of the Term.
2. **Payment.** All payments will be made in accordance with the payment schedule described in the applicable Order and will be due within forty-five (45) days of Customer's receipt of the invoice.

5. CONFIDENTIAL INFORMATION

1. **“Confidential Information”**   **Share** Public or proprietary information prepared, accessible or delivered by the disclosing party or its representatives that is marked as confidential, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being confidential.
2. **Confidentiality.** Each party agrees to keep the Confidential Information of the other party confidential and to take reasonable precautions designed to protect against the unauthorized access, use or disclosure of the disclosing party’s Confidential Information. The receiving party shall not disclose or use the disclosing party’s Confidential Information for any purpose, except as is necessary to perform its obligations hereunder. The receiving party may disclose the Confidential Information only to those employees, consultants, contractors, advisors, counsel, agents and subcontractors who have a legitimate business reason to have such access or that require access for the purpose of performing its obligations under these License Terms, and are subject to a non-disclosure agreement related to such Confidential Information or confidentiality obligations substantially similar to those herein.
3. **Exclusions.** Confidential Information does not include information (i) that is published or available to the public other than by breach of these License Terms; (ii) otherwise rightfully received by the non-disclosing party from a third party without obligations of confidentiality; (iii) independently developed by the non-disclosing party having no access to the disclosed information; or (iv) known to the non-disclosing party before receiving the Confidential Information from the disclosing party under this or any prior agreement of the parties; (v) disclosed by the disclosing party to a third party without restrictions. In addition, the receiving party may disclose the disclosing party’s Confidential Information to the extent such disclosure is required by applicable law or order of a court; provided the receiving party will provide prompt written notice of such required disclosure and reasonably assist the disclosing party, at the disclosing party’s request and expense, to seek an appropriate protective order.

6. Limitation of Liability

1. In no event will Fireplace, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental, punitive or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; (iv) any use of, or submission of Content in the Services; or (v) for any amounts that exceed the Fees paid by you to Fireplace under this Agreement during the twelve (12) month period prior to the date the cause of action arose. The foregoing shall not apply to the extent prohibited by applicable law.
2. A party whose performance is illegal, impossible, impracticable or otherwise materially impaired as the result of a Force Majeure Event shall be excused from performance of its obligations hereunder, provided that such party provides prompt notice to the other party thereof and that the impacted party uses commercially reasonable efforts to resume performance upon the resolution of the Force Majeure

Event. "Force Majeure Event" means an act or cause beyond a party's reasonable control such as   Share  work stoppage, fire, epidemic, infection disease outbreak (e.g., COVID-19), weather events, orders or acts of any federal, state or local government, acts of God, fires, floods, wars or riots. Should a Force Majeure Event prevent or materially impair a party's performance under this Agreement for fifteen (15) days or more, either party may terminate this Agreement and Customer shall owe Fireplace the Fees for the Services pro-rated through the date of termination.

3. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE WEBSITE AND SERVICES ARE PROVIDED "AS IS". FIREPLACE AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER FIREPLACE NOR ITS SUPPLIERS OR LICENSORS, MAKES ANY WARRANTY THAT THE WEBSITE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED (EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT A). CUSTOMER UNDERSTANDS THAT IT DOWNLOADS OR OTHERWISE OBTAINS CONTENT FROM THE WEBSITE AND/OR SERVICES AT ITS OWN DISCRETION AND RISK.

7. INDEMNIFICATION

1. **Fireplace.** Fireplace will indemnify, defend and hold Customer and its directors, officer, employees, and agents ("Related Parties") harmless from and against all claims, actions, expenses, losses, and liabilities, including reasonable attorney's fees, arising from or relating to any third party claim that the Services, excluding any Content, infringes any third party's IP Rights.
2. **Customer.** Customer will indemnify, defend and hold Fireplace and its Related Parties harmless from and against all claims, actions, expenses, losses, and liabilities, including reasonable attorney's fees, arising from or relating to any third party claim: (a) alleging that the Content or Fireplace's use thereof in accordance with these License Terms, infringe any third party's IP Rights; (b) resulting from Customer's material breach of the Agreement; or (c) resulting from Customer's gross negligence, willful or intentional misconduct hereunder. The foregoing will shall not apply to the extent prohibited by applicable law.
3. **Process.** The party seeking indemnification pursuant to this Section (the "Indemnified Party") shall provide the party obligated to provide such indemnification (the "Indemnifying Party") with: (i) prompt written notification of any such claim; (ii) sole control and authority over the defense or settlement thereof; and (iii) all available information and reasonable assistance necessary to settle and/or defend any such claim, at the Indemnifying Party's expense, provided that any settlement requires the Indemnified Party's prior written consent. Failure by the Indemnified Party to provide prompt notice of a claim or to provide such control, authority, information or assistance shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is

materially prejudiced by suc
counsel present at and part
claim, at the Indemnified Party's own expense.



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d Party may have its own
gs or negotiations relating to a

8. Term and Termination

Term. These License Terms shall be effective upon the Effective Date and shall continue for the term specified in the applicable Order (the "Term"), unless terminated earlier as permitted herein. Upon expiration of the Term, the Order and this Agreement shall expire.

Termination for Cause. Either party will have the right to terminate these License Terms and all Orders for the other party's breach of any material term or condition of these License Terms (or with respect to an Order, a breach of a material term or condition of such Order) and failure to cure such breach within thirty (30) days after written notice thereof.

Termination for Bankruptcy. Either party may terminate these License Terms and all Orders upon written notice if: (i) the other party becomes insolvent; (ii) voluntary or involuntary bankruptcy proceedings are instituted against the other party that are not dismissed within ninety (90) days; (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party ceases to operate its business in the ordinary course; or (v) a receiver is appointed for the other party.

Effect of Termination. Upon termination or expiration of the Order and this Agreement: (a) Fireplace shall immediately terminate Customer's license to the Services hereunder, provided that Customer may continue to use the free offering of the Fireplace service, which shall remain subject to the Fireplace Terms of Service; (b) in the event of termination for cause by Customer, Customer shall immediately pay any Fees owed through the effective date of termination, and in the event of termination for cause by Fireplace, all Fees shall become immediately due and payable and Fireplace may charge Customer for the outstanding Fees.

9. GENERAL

Neither party may assign or transfer the Agreement or any part thereof without the prior written consent of the other party, except that Fireplace may assign or transfer the Agreement and its rights and obligations thereunder without such consent in connection with a divestiture, reorganization, merger, acquisition, consolidation or similar such transaction. No terms, provisions, or conditions of any purchase order, invoice or similar documentation provided by Customer (a "Purchase Order") will have any effect on the obligations of the parties under this Agreement. A reference to a Purchase Order or other acceptance thereof is solely for Customer's record-keeping purposes. Any associated terms and conditions in a Purchase Order shall be of no force and effect, and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement.

Smore Team

We are the folks behind Smore. Drop us a line at hello@smore.com :)



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Created with  **smore**

Communicate quickly and effectively with interactive newsletters.

Smore empowers educators to connect with their community, streamline school communications, and increase engagement.

Create a newsletter

