

B
 BROKEN ARROW PUBLIC SCHOOLS  
*Educating Today* R *Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 07/02/2024

Contract/Agreement Vendor: Drift Net / Joshua Barrett  
Name of Vendor & Contact Person  
joshuab@driftnet.net  
Vendor Email Address

Know What Safety Management Software licenses for 33 school sites.  
Agreement year 1 of 3.  
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 Students & Staff  
Reason/Audience to benefit  
07/15/2024 \$ 16,500.00  
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Derek Blackburn

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

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

Cabinet Team Member:

Funding Source: Bond 35 /102 102/2660/344/000/0000/111/050  
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> <b>Consent</b>  <input type="checkbox"/> <b>Action</b>	Accept and approve NEW agreement between Broken Arrow Public Schools and Drift Net to provide the Know What Safety Management Software licensing for 33 school sites. This is year 1 of a 3 year agreement. The total cost to the District for the 2024-2025 school year is \$16,500.00 and will paid from Bond Funds. D. Blackburn
<p style="margin: 0;"><b>Summary</b> <span style="float: right; font-size: 0.8em;"><i>This area must be complete with full explanation of contract</i></span></p>	

*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.*



# Broken Arrow Public Schools - KnowWhat SMS // Annual Quote

**Broken Arrow Public Schools**

701 South Main Street  
Broken Arrow, Oklahoma 74012  
United States

**Norma Alvarez**

nalvarez@baschools.org  
918.259.7725

**Steve Allen**

sjallen@baschools.org

**Derek Blackburn**

dblackburn@baschools.org  
918.259.5752

**Drift Net**

70 West Madison Street  
Suite 1400  
Chicago, IL 60602  
United States

**Prepared by: Joshua Barrett**

"Sales Executive"  
joshuab@driftnet.net  
+17738258766

Reference: 20240606-162453367  
Quote created: June 6, 2024  
Quote expires: September 4, 2024

**Total** \$16,500.00

PRODUCTS & SERVICES	QUANTITY	PRICE
KnowWhat Safety Management Software	33	\$16,500.00 / year after \$49,500.00 discount for 3 years

**SUMMARY**

Annual subtotal

\$16,500.00  
after \$49,500.00 discount

<b>Total</b>	<b>\$16,500.00</b>
<b>Total contract value</b>	<b>\$49,500.00</b>

**Comments**

Thank you for the opportunity to assist with your school community's safety and security initiatives.

**Purchase terms**

Contractual payment terms.

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

# Terms of Service

Drift Net Website  
Policy for online information practices.  
As of/in effect by: Feb. 2020

**Terms of Service or General Terms  
and Conditions for Drift Net Services  
("GTC")**

explained herein. Refer to these GTC regularly to ensure compliance. These GTC can be found at [www.driftnet.com/terms-of-service](http://www.driftnet.com/terms-of-service)

Acceptance. Please read these GTC carefully before using (the "Website") or the products or services offered by Drift Net (the "Services"). These GTC take effect when you click an "I Accept" button or checkbox presented with these GTC or when you use any of the Services or Website, whichever occurs first. If you are agreeing to these GTC on behalf of Client, you represent to Drift Net that you have legal authority to bind Client.

Modifications to this Agreement. Drift Net may modify these GTC at any time by posting a revised version on this website ([www.driftnet.com/terms-of-service](http://www.driftnet.com/terms-of-service)) or otherwise providing notice to Client. By continuing to use the Services after the effective date of any modifications to these GTC, Client agrees to be bound by the modified terms. Revised February 6, 2020.

## **2. USAGE RIGHTS AND RESTRICTIONS**

Documentation.

2.2 Authorized Users. Client may permit Authorized Users to use the Service. Usage is limited to the Usage stated in the Order Form. Access credentials for the Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Service. Client is responsible for breaches of the Agreement caused by Authorized Users.

may damage, detrimentally interfere with, intercept or expropriate any system, data or other personal information; (c) enable any individual or third party to use the Software or Hardware other than Users; (d) use the Software or Hardware in any manner which is competitive to Drift Net or Drift Net's products or services, including in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to Drift Net's products and services; (e) use the Software or Hardware or any part thereof to build independent data feeds or data stores to offer access to such information to any third parties; (f) use the Software or Hardware in any manner for any purpose which or might overburden, impair or disrupt Drift Net's products or services or related servers or networks; (g) attempt to gain unauthorized access to the Software or Hardware or any part thereof; or (h) attempt to defeat, avoid, bypass, remove, deactivate or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure or organization of the Software, Hardware, or Documentation.

ensure that they are made aware of the relevant provisions of this Agreement and comply with this Agreement. Client and its Users will not use the Drift Net Website, Application, or Hardware for any unauthorized purposes, including co-branding, framing or linking, without Drift Net's prior written consent.

2.4 Verification of Use. Client will monitor its own use of the Service and report any misuse of the system, including any Password breach to Drift Net via email at [support@driftnet.net](mailto:support@driftnet.net). Drift Net may monitor use to verify compliance with Usage and the Agreement. Drift Net may also monitor the health of the system including the Software and Hardware components.



2.6 Mobile Access to Service. If applicable, Authorized Users may access certain Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and by the terms of the Agreement.

### **3. DRIFT NET'S OBLIGATIONS**

3.1 Provisioning. Drift Net provides access to the Service as described in the Agreement, including the necessary Hardware and Software.

3.2 Support. Drift Net provides support for the Service as referenced in the Order Form including installation of the Hardware and Software. The support provided by Drift Net is further governed by the Standard Service Level Agreement which can be found on this website ([www.driftnet.com /service-level-agreement](http://www.driftnet.com/service-level-agreement)). In no event will Drift Net have any responsibility to correct anything related to damage caused by, or arising out of, Client's improper use of the Software or Hardware or input Issues made by Client. Drift Net will have no responsibility to make changes to the Software or

3.4 Modifications. The Service and Drift Net's Policies may be modified by Drift Net. Drift Net will inform Client of modifications by email, the support portal, release notes, Documentation or the Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Service, which Client may use subject to the then-current Supplement and Documentation and aggregate information. Unless otherwise agreed, personal data contained in Client Data is only used to provide Drift Net analyses that will improve the Service. Analyses may be used for the following purposes:

3.5 Analyses. Drift Net may create analyses utilizing, in part, Client Data and information derived from Client's use of the Service, as set forth below ("Analyses"). Analyses will anonymize

- Product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Drift Net products and services
- Improving resource allocation and support
- Internal demand planning
- Training and developing machine learning algorithms

Net, and are made generally available to Users of the Modules. All Updates will become part of the Service, and Drift Net will be free to license the Updates to others. No update will remove any material functionality from the Service without Client's prior written consent.

## **4. CLIENT DATA**

4.1 Client Data. Client is responsible for the Client Data and entering it into the Service. Client grants to Drift Net a nonexclusive right to process Client Data solely to provide and support the Service.

4.2 Personal Data. Client will collect and maintain all personal data contained in the Client Data in compliance with applicable data privacy and protection laws.

4.3 Security. Client will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Client will not conduct or authorize penetration tests of the Cloud Service without advance approval from Drift Net.

4.4 Access to Client Data. During the Subscription Term, Client can access its Client Data at any time. Client may export and retrieve its Client Data in a standard format.

Agreement, Drift Net will delete the Client Data remaining on servers hosting the Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement. In the event of third party legal proceedings relating to the Client Data, Drift Net will cooperate with Client and comply with applicable law (both at Client's expense) with respect to handling of the Client Data.

## **5. FEES**

5.1 Fees and Payment. Client will pay fees as stated in the Order Form within 30 days of agreeing to the terms of the agreement. After prior written notice, Drift Net may suspend Client's use of the Cloud Service until payment is made. Client cannot withhold, reduce or set-off fees owed during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable unless governed by a separate agreement with Drift Net. Payments will be made through the method preferred by the Client, limited to ACH transfer, card, or check.

5.2 Payment Terms. Unless otherwise noted in the Order Form, the subscription fee stated in the Order Form is payable annually for the full amount of a year of the Service. The subscription fee is due on the anniversary of the date that the Client received the Service.

Initial Term or Renewal Term.

6.2 Termination. (a) Each Party may terminate this Agreement upon written notice to the other party if the other Party becomes the subject of a petition in bankruptcy or any similar proceeding relating to insolvency, receivership or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing. If such proceeding is involuntary and is contested in good faith, this Agreement will terminate only after the passage of one hundred twenty (120) days without the dismissal of such proceeding. (b) Drift Net may terminate this Agreement in its entirety, upon written notice thereof to Client if Client commits any material breach of this Agreement that is (i) curable by Client and Client fails to cure such breach within thirty (30) days after Client's receipt of notice thereof or (ii) not reasonably capable of being cured. (c) Client may terminate this Agreement in its entirety, upon written notice thereof to the Client if Drift Net commits any material breach of this Agreement that is (i) due to a technical issue, performance issue, or any other issue that arises concerning the effectiveness or use of the Software or Hardware and Drift Net fails to cure such breach within one-hundred eighty (180) days after Drift Net's receipt of notice thereof, or (ii) not due to a technical issue, and Drift Net fails to cure such breach

6.3 Refunds and Payments. For a Client termination under 6.2(c), Client will be entitled to: (i) pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and (ii) a release from the obligation to pay fees due for periods after the effective date of termination.

## **7. WARRANTIES**

7.1 Ownership. Drift Net warrants that: (i) it has full title to the Service and the Documentation, or has the right to provide Client with access to the Service and Documentation as set forth in this Agreement; (ii) Drift Net has no knowledge of any claim or threatened claim of infringement of any patent, copyright, trade secret, trademark or other third-party proprietary right with respect to the Service or Documentation; and (iii) during the Term of this Agreement, the Service will perform in accordance with the Documentation.

7.2 Good Industry Practice. Drift Net warrants that it will provide the Service: (i) in substantial conformance with the Documentation; and (ii) with the degree of skill and care reasonably expected from a skilled and experienced

(ii) if Drift Net fails to re-perform, Client may terminate its subscription for the affected Service. Any termination must occur within three months of Drift Net's failure to re-perform.

7.4 Warranty Exclusions. The warranties in Sections 7 will not apply if: (i) the Service is not used in accordance with the Agreement or Documentation, (ii) any non-conformity is caused by Client, or by any product or service not provided by Drift Net, or (iii) the Service was provided for no fee.

7.5 Disclaimer. Except as expressly provided in the Agreement, neither Drift Net nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Client agrees that it is not relying on delivery of future functionality, public comments or advertising of Drift Net or product roadmaps in obtaining subscriptions for any Service.

## **8. LIMITATIONS OF WARRANTIES**

warranties of accuracy, completeness, adequacy, integrity, timeliness, non-infringement, title, non-interference, error-free or uninterrupted service, merchantability, fitness for a particular purpose and any warranties that may be implied from usage of trade, course of dealing, or course of performance, and drift net is not providing any guarantee regarding outcomes or risks, or that any or all security threats or risks will be identified for client. The parties agree that (a) the disclaimers and limitations of liability set forth in this agreement represent a valuable and necessary inducement for drift net and client to enter into this agreement and the agreed upon allocation of risk with respect hereto, and (b) such disclaimers and limitations shall not cause this agreement to, and neither party shall claim that this agreement does, fail of its essential purpose for lack of remedy or otherwise.

## **9. LIMITATION OF LIABILITY**

Except for Drift Net's obligations under Sections 3, 4 and 7, in no event will Drift Net's cumulative liability for any claims arising in connection with this Agreement exceed the total fees paid to Drift Net by Client in the twelve (12) months preceding the date on which Drift Net is provided notice of the first claim giving rise to liability. In



exemplary, or incidental damages arising out of, or otherwise relating to, the Installation, whatever kind, and however caused even if Drift Net should have known of the possibility or likelihood of such damages.

## **10. THIRD PARTY CLAIMS**

10.1 Claims Brought Against Drift Net. Client will defend Drift Net against claims brought against Drift Net and its Affiliates and subcontractors by any third party related to the Service. Client will indemnify Drift Net against all damages finally awarded against Drift Net and its Affiliates and subcontractors (or the amount of any settlement Client enters into) with respect to these claims.

## **11. CONFIDENTIALITY**

11.1 Use of Confidential Information. The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is

disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Client agrees that Drift Net may use Client's name in client listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of Drift Net's marketing efforts (including reference calls and stories, press testimonials, site visits, participation). Client agrees that Drift Net may share information on Client with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Client employee contact information with Drift Net.

## **12. MISCELLANEOUS**

12.1 Severability. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

government agency for licensing consideration or other regulatory approval, and will not export Drift Net Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices. All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by Drift Net relating to the operation or support of the Service may be in the form of an electronic notice to Client's authorized representative or administrator identified in the Order Form.

12.6 Assignment. Without Drift Net's prior written consent, Client may not assign or transfer the Agreement (or any of its rights or obligations) to any party. Drift Net may assign the Agreement to Drift Net Affiliates.

12.7 Subcontracting. Drift Net may subcontract parts of the Cloud Service or Consulting Services to third parties. Drift Net is not responsible for breaches of the Agreement caused by its subcontractors.

12.8 Relationship of the Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

relating to its subject matter will be governed by and construed under the laws of the State of Illinois, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Cook County, Illinois. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement. The Agreement constitutes the complete and exclusive statement of the agreement between Drift Net and Client in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Client-issued purchase order, which

[Info@driftnet.net](mailto:Info@driftnet.net)

## Products

Campus Safety System  
Safety Management Software  
Visitor Management  
Behavioral Health Assessment

## Company

About Us  
Blog  
Press  
Careers



©2024 BY DRIFT NET INC. Patent NO:  
10,964,177

Patent NO:  
10,810,845

Privacy  
Policy

Terms of  
Service

Service  
Agreement