

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 02/25/2025

Contract/Agreement Vendor: Drift Net/ Allison Kramer
Name of Vendor & Contact Person
allisonk@driftnet.net
Vendor Email Address

Know What Safety Management software licenses for 30 school sites. Amended agreement to include Sequoyah Eighth Grade Academy
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
03/10/2025 \$15,000.00
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? NO
 If yes, Technology Admin: _____

Cabinet Team Member: _____

Funding Source: Bond Funds _____
Fund/Project OCAS Coding

Consent
 Action

Accept and approve AMENDED agreement between Broken Arrow Public Schools and Drift Net to provide the Know What Safety Management Software licensing for 30 school sites. This is year 2 of a 3 year agreement. The amended total cost to the District for the 2025-2026 school year is \$15,000.00 and will be paid from Bond Funds. D. Blackburn

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.



Broken Arrow Public Schools - KnowWhat Renewal & Update

Broken Arrow Public Schools
701 South Main Street
Broken Arrow, Oklahoma 74012
United States

Reference: 20250225-142007162
Quote created: February 25, 2025
Quote expires: July 11, 2025
Quote created by: Allison Kremer

allisonk@driftnet.net

Derek Blackburn
dblackburn@baschools.org
+19182595752

Comments from Allison Kremer

Contract and quote updated from 29 KnowWhat Accounts to 30 KnowWhat Accounts to now include:
Sequoyah Eighth Grade Academy

Products & Services

Item & Description	Quantity	Unit Price	Total
KnowWhat Safety Management Software Includes: Emergency Planning; Virtual Mapping; Drill Management; Behavioral Assessments; Security Assessments; Unlimited Access and Users	30	\$500.00 /year	\$15,000.00 /year for 1 year
	Annual subtotal		\$15,000.00
		Total	\$15,000.00

Purchase terms

KnowWhat Safety Management Software Agreement



Order Information

Client Name: Broken Arrow Public Schools
Phone Number: 918-259-5700
Email: dblackburn@baschools.org
Order Form Expiration: 07/16/2025

Term
Start Date: 07/16/2025
End Date: 07/16/2026

KnowWhat Safety Management Software Plan Information

KnowWhat Safety Management Software
Number of Accounts: 30
Number of Users: Unlimited
Number of Smart Tablets : N/A
Number of Stands: N/A
Number of Printers: N/A
Years of Service: 1
Cost Per Year
USD: \$15,000.00

Contract Total
USD:\$15,000.00



General Terms and Conditions

A. Parties.

("Drift Net"): Drift Net, LLC

("Client"): Broken Arrow Public Schools

B. Effective Date. The date by which the last party to sign has signed.

C. Governing Documents. This Order Form is subject to the Drift Net General Terms and Conditions and the Drift Net Service Level Agreement. All capitalized terms used but not defined herein have the meanings given to them in the Agreement.

1. General

These GTC may be updated from time to time as explained herein. Refer to these GTC regularly to ensure compliance. These GTC can be found at <https://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 attached to this Order Form take effect when signed by both parties, 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 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 <https://www.driftnet.com/terms-of-service> or otherwise providing written notice to Client. By continuing to use the Services after the effective date of any modifications to these GTC, absent Client's written rejection of such modifications, Client agrees to be bound by the modified terms. (Revised February 6, 2020).

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights. Drift Net grants to Client a non-exclusive, non-transferable and world-wide right to use the KnowWhat Safety Management Software (including its implementation and configuration), Software and Hardware Materials (as applicable) and Documentation solely for Client's and its Affiliates' internal security operations. Permitted uses and restrictions of the Service also apply to Software and Hardware Materials and Documentation.



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. Consistent with Client policies and procedures and applicable law, 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.

2.5 Suspension of Service. Drift Net may suspend or limit use of the Service if continued use in violation of the authorizations acquired by Client may result in material harm to the Service or its authorized users, or if the Client has reported misuse of the Service in violation of such authorizations. Drift Net will promptly notify Client in writing of the suspension or limitation, providing Client an opportunity to resolve such unauthorized use. Drift Net will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

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. NOTIFICATION CONSENT

By signing this Agreement, both parties' consent to the notification terms as described below. The use of Drift Net Securities's toll free numbers to communicate the following to all users:

- Sending two-factor authentication codes
- Sending users a one-time password
- Sending users important notifications and alerts
- Sending users messages after they have sent a request.

4. DRIFT NET'S OBLIGATIONS

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

4.2 Support. Drift Net provides support for the Service as referenced in this Order Form including installation of the Hardware and Software. The support provided by Drift Net is

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For clarification, no such anonymized, aggregate data may be used, accessed or otherwise processed in a manner inconsistent with applicable law, rule or regulation, including without limitation [California] CCPA and CPRA.

4.6 Upgrades. During the Term of this Agreement, Drift Net shall provide to Client, at no charge, updates, upgrades, and enhancements (“Updates”) to the Software, which are developed and published by Drift Net, and are made generally available to Authorized 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 or security from the Service.

5. CLIENT DATA

5.1 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.

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

5.3 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.

5.4 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. Export and retrieval may be subject to technical limitations, in which case Drift Net and Client will find a reasonable method to allow Client access to Client Data. Before the Subscription Term expires, if available, Client may use Drift Net’s self-service export tools (as available) to perform a final export of Client Data from the Cloud Service. Alternatively, Client may request data export through support ticket. At the end of the Agreement, upon request of Client, Drift Net will either return to Client or 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

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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 sixty (60) 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 within thirty (30) days after Drift Net's receipt of notice thereof. (d) Upon termination of this Agreement, Client (i) shall promptly cease, and cause its Authorized Users to cease, all access and use of the Software and Hardware, and Client and Drift Net respectively: (ii) shall not make or retain copies of any confidential items or Confidential Information provided by Drift Net, and (iii) shall promptly return all such Confidential Information, Hardware, and Documentation to the other Party.

7.3 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.

8. WARRANTIES

8.1 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.

8.2 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 global supplier of services substantially similar to the nature and complexity of the Service and (iii) consistent with best industry standards with respect to data privacy and security.

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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.

10. 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 no event will Drift Net or Client be liable for any indirect, consequential, special, exemplary, or incidental damages arising out of, or otherwise relating to, the use or performance of the Application or Hardware, whatever kind, and however caused even if Drift Net or Client, as the case may be, should have known of the possibility or likelihood of such damages. Drift Net shall be liable for any damages, loss of property, or for any indirect, consequential, special, exemplary, or incidental damages arising out of, or otherwise relating to, the Installation, whatever kind, and however caused. The Drift Net Threat Assessment, which forms a component of the KnowWhat Safety Management Software, is expressly contingent upon the availability and accuracy of the information provided by the Client. The software is designed to make recommendations based solely on the information added by the Client. The software is presented solely for the purpose of guiding and informing the Client on how to conduct a threat assessment, recognize warning signs, and take appropriate action. The Client hereby acknowledges and agrees that Drift Net shall not be held liable for any damages, losses, or harm that may result from the Client's response or actions taken based on the findings of the threat assessment. Furthermore, Drift Net makes no warranty or guarantee of any kind with respect to the recommendations provided in the Threat Assessment or any other aspect of the software.

11. THIRD PARTY CLAIMS

11.1 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

KnowWhat Safety Management Software Agreement



obligations set forth in this Section 12.1 shall remain in effect as long as such Confidential Information remains a trade secret. Upon expiration or termination of this Agreement, Drift Net shall return to the Client all Confidential Information in its possession or control. Neither Drift Net nor any of its agents, employees, representatives, contractors or Subcontractors shall cause or allow the name of the Client (or any variation thereof) to be used in any advertising or promotional literature, or in any articles in any publication, without prior written approval by the Client.

12.2 Remedies. Drift Net acknowledges that money damages would not be a sufficient remedy for a breach of this Article 12 by Drift Net. The Parties acknowledge that any violation by Drift Net of Section 12.1 would cause the Company irreparable harm that could not be fully remedied by monetary damages. Accordingly, if it appears that Drift Net has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Company shall have the right, in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without the necessity of proving damages or posting any bond, as may be necessary to prevent any such violation. In the event that Drift Net discloses or utilizes Confidential Information in violation of this Agreement, Drift Net shall indemnify the Company, its officers, directors, members, shareholders and affiliates, for the damages, costs and expenses (including reasonable fees of counsel) arising out of claims, suits, demands, actions, liabilities, or losses related to such disclosure or utilization.

12.3 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.

13. MISCELLANEOUS

KnowWhat Safety Management Software Agreement



All notices will be in writing and given when delivered to Drift Net at the address set forth in an Order Form with copy to the legal department. Routine or emergency communications (which shall not constitute notice) 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.

13.6 Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, Client may, upon notice to Drift Net party, (a) transfer or assign this Agreement to an affiliate or one of its members or owners or (b) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Company, so long as the creditworthiness of the entity taking assignment is comparable to or higher than that of such assigning party. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties.

13.8 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.

13.9 Force Majeure. Any delay in performance caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance, provided further that in the event such delay in performance is unabated with a reasonable time, the other Party may terminate this Agreement without further obligation.

13.10 Governing Law. The validity, construction and performance of this Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the state of Oklahoma, without reference to its conflicts of law principles. . 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 two years from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s), or such longer period as may be provided by applicable statute of limitations.

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1. Server response and operation monitored 24/7 with server uptime targeted to be 99.9% of available time, which excludes planned downtime for scheduled maintenance, upgrades, etc.;

2. Daily/weekly maintenance to the server platform and software

2. Help Desk Support

Drift Net will provide technical support for the use of the Application as provided in Section 7 of the Agreement and as otherwise provided herein

1. Business Hours – Telephone response (M-F 8 AM – 6 PM Eastern Time)

2. After-Hours Coverage – Operators are on duty to handle calls after Business Hours.

After-hours support is available by reaching a live operator and either leaving a message or having the operator contact a Drift Net client service representative while Client is still on hold.

3. Drift Net will provide support services with respect to system failures or Issues at Client's request. Drift Net will use its best efforts to provide such support services in accordance with the following response schedule, based upon the severity of the event for which support is requested:

Resolution of application Issues based on industry standard severity levels are as follows: Severity Level 1 is defined as the inability to use any major functions of the application, resulting in a critical impact on client daily objectives with no workaround.

- Drift Net will respond to the client within 60 minutes upon receiving notification of a Severity Level 1 issue during normal business hours or within 180 minutes hour during after-hours support coverage.

- Drift Net will work to resolve the issue in 6 hours or less and client will receive notification upon resolution. Client will avail themselves within this timeframe to assist in the resolution process should it be deemed necessary. If client is unavailable to assist and is needed, the level of the SLA maybe be downgraded accordingly.

Severity Level 2 is defined as important existing application functionality that is not available to the client with no acceptable workaround.

- Drift Net will respond to the client within 1 hour upon receiving notification of a Severity Level 2 issue during normal business hours or within 2 hours during after-hours support coverage.