

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: November 22, 2024

Contract/Agreement Vendor: Chloe Burdette/SAE
Name of Vendor & Contact Person
chloe.burdette@popl.co
Vendor Email Address
Popl Team Software and Service Agreement provides the creation, management, and distribution of digital information.
Describe Contract (Technology, program, consultant-prof Development, etc.)
Please use Summary below to fully explain the contract purchase, any dates, and details for the Board of Education to review.
recruitment tool/analytical tracking of candidates
Reason/Audience to benefit
December 9, 2024 \$420.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake / Andrea Jackson ESC/HR

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Karen Schwab

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

Cabinet Team Member: *[Signature]*

Funding Source: GENERAL PRJ 180 FUNCT 2571 OBJ 436
Fund/Project OCAS Coding

Consent

Action

The cost of Popl services are quoted at \$420.00 and will be paid from General Fund. The dates of services will be 1/01/2025 to 12/31/2025 and renewed on an annual basis. This is a one-year NEW Service Agreement between Popl Co, and Broken Arrow Public Schools to provide a digital platform that allows users to create, manage, and distribute information through email, social media, NFC technology or QR codes.

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.

POPL TEAMS
SERVICE ORDER FORM

Customer: Broken Arrow Public Schools	Contact: Lindsay Drake
Address: 701 S. Main Street	Phone:
Broken Arrow, OK 74012	E-Mail: ldrake@baschools.org
Services: Popl Teams – Digital Business Card Management and Lead Generation Platform (“Services”).	
Services Fees: \$420 USD per year, payable in advance	Initial Service Term and Renewal Terms: One (1) year initial term, automatically renewing for subsequent one (1) year terms unless Service is terminated by thirty (30) days written notice by either Customer or Popl Co.
Service Capacity: 5 Members If Customer’s use of the Service exceeds the number of Members purchased by Customer, Popl Co will issue a new Order Form consistent with the unit price applicable to Customer’s newly selected volume tier for Popl Teams Subscription Plans, and the Customer shall be obligated to pay Popl Co any additional “Service Fees” on a prorated basis.	
Implementation Services: Popl Co will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Services”), and Customer shall pay Popl Co the Implementation Fee in accordance with the terms herein. Implementation Fee (one-time): \$0 (Waived)	

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (“Agreement”) is entered into on this 1st of January (“Effective Date”) between Popl Co, a Delaware Corporation (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Service Order Form, as well as the attached Exhibit A Terms and Conditions containing, among other things, warranty disclaimers, liability limitations, and use limitations; Exhibit B Statement of Work, Exhibit C Service Level Terms; and Exhibit D Support Terms.

Popl Co:

Broken Arrow Public Schools:

By: 
 Name: Jason Alvarez-Cohen
 Title: CEO & Co-founder

By: _____
 Name: _____
 Title: _____

EXHIBIT A

Terms and Conditions

The parties agree the Customer shall purchase the Services above and is legally bound by the Terms and Conditions at <https://popl.co/terms-and-conditions> ("Terms and Conditions") and this Service Order Form, including any schedules. Where the Terms and Conditions and this Service Order Form contradict, this Service Order Form shall govern. The Terms and Conditions and this Service Order Form constitute the entire agreement between the parties for the services above and cannot be modified without the parties' prior written consent, including any terms in any Service Order Form.

EXHIBIT B

Statement of Work

- **All Popl Teams and Popl Pro+ SaaS Functionality and Features.** This includes the creation, management, and distribution of digital business cards. Popl's SaaS and digital cards also facilitate lead capture and integrations with other platforms such as Salesforce, HubSpot, Azure Active Directory, and more.
- **Free Customer training including platform demos, onboardings, and engagement meetings** which can all be either on site or via virtual meeting.
- **Software and product documentation in the form of new feature announcements, performance updates, and informational blog posts.**
- **Customer development work that includes regular check ins with the Customer in order to learn what new updates, optimizations, and features to focus on to meet the Customer's needs.**

EXHIBIT C

Service Level Terms

The Services shall be available ninety-nine and nine-tenths percent (99.9%), measured monthly, excluding scheduled maintenance. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.

Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer two and one-half percent (2.50%) of Service fees for each period of sixty (60) or more consecutive minutes of downtime, provided that no more than one such credit will accrue per day. Downtime shall be tracked by Company from the moment it occurs, and Company shall provide regular reports on downtime to Customer. Downtime continues until the availability of the Services is restored. To receive downtime credit, Customer must notify Company in writing within twenty-four (24) hours from the time of notification of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not exceed two and one-half percent (2.50%) of Service Fees per incident. Company will only apply a credit to the month in which the incident occurred.

The Recovery Time Objective (RTO) for Company's SaaS application is less than four (4) hours. This means that in the event of a disaster or outage, the Company will make every effort to restore the functionality of the Company's SaaS application within four (4) hours.

The Recovery Point Objective (RPO) for Company's SaaS application is no more than one (1) hour of data loss. This means that in the event of a disaster or outage, the Company will make every effort to ensure that no more than one (1) hour worth of data is lost.

In the event of failure to meet the RTO or RPO targets, Company shall provide a remediation plan to Customer detailing steps to mitigate future occurrences and, if necessary, provide additional compensation or credits to Customer as determined by mutual agreement

Please note that these targets are subject to change based on your specific needs and requirements, as well as any changes to your infrastructure or technology.

EXHIBIT D

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 8:00 am through 8:00 pm Pacific time, with the exclusion of Federal Holidays (**"Business Support Hours"**). Company will provide Technical Support to Customer via both telephone and electronic mail on weekends during the hours of 10:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (**"Non-Business Support Hours"**).

Customer may initiate a helpdesk ticket during Business Support Hours using our live chat or any time by emailing teams@popl.co.

Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.