

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

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: January 24, 2022

Contract/Agreement Vendor: **Malwarebytes, Inc.**
Name of Vendor & Contact Person
erichter@malwarebytes.com
Vendor Email Address

Accept and approve the NEW agreement between Broken Arrow Public Schools and Malwarebytes, Inc. for the purchase of Antivirus and Malware subscriptions. Three year
Summary

District-wide
Reason/Audience to benefit

02/07/2022
BOE Date

\$76,513.50
Amount of agreement

Person Submitting Contract/Agreement for Review: Ali Shehada

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: _____

Leadership Team Member: _____

Funding Source: Bond _____
Fund/Project OCAS Coding

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

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.



Sales Order Form

Malwarebytes Inc.
 3979 Freedom Circle 12th Floor
 Santa Clara, CA 95054
 United States
 www.malwarebytes.com

Quote #: Q-466387
Date: 10/11/2021 3:11 PM
Expires On: 7/6/2022
Deal Reg #:
PO Number:

BILL TO:

Ashley Bowser
 Broken Arrow Public Schools
 701 S MAIN ST
 BROKEN ARROW
 OK 74012-5528
 US
 +1.918.259.5700
 agbowser@baschools.org

LICENSE TO: (If Applicable)

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CONTACT DETAILS

Evan Richter

erichter@malwarebytes.com

SUBSCRIPTION DETAILS

Subscription Start Date:	7/1/2022	Subscription Term:	36
Payment Method:	Check	Renewal Term:	36
Payment Terms:	Net 30	Type:	New
Billing Plan:	Upfront		

PURCHASE SUMMARY

PRODUCT NAME	QTY	Standard MSRP	ITEM DISCOUNT (%)	NET UNIT PRICE	EXTENDED AMOUNT
Malwarebytes Education Site License (Cloud Product for 1000 - 2499 employees)	1	USD 75,000.00	49.99	USD 37,507.50	USD 37,507.50
Malwarebytes Endpoint Detection and Response for Servers with Standard Plus Support (Cloud product for server, includes Premium Support Standard Plus)	100	USD 779.97	49.99	USD 390.06	USD 39,006.00

Subtotal USD 76,513.50
Tax USD 0.00
Total USD 76,513.50

Terms and Conditions

This Subscription is a Business license and, except where Customer has a Site License, requires one license per Device (as defined in the EULA). The quantity stated above corresponds to the number of Devices that will be licensed.

Where Customer has a "Site License", it shall be identified in the product description of the Order Form. A Site License grants Customer the ability to execute the Software for its internal use within the band purchased and is not limited to a fixed amount of Devices. Site License pricing is banded with bands determined by employee count. The Parties will reevaluate the Site License band at the end of the Subscription Term.

Only Software designated as a 'server' product, as reflected in the Software's official product name and associated release notes, may be executed on a Device running a server operating system. For the sake of clarity, to the extent detailed in its release notes, 'Malwarebytes Incident Response' and 'Malwarebytes Remediation for CrowdStrike' may be executed on a server. Each instance of an operating system on a partitioned or virtualized machine shall count as a Device.

This Subscription shall be governed by the terms of the Malwarebytes Software License Agreement which can be found at <https://www.malwarebytes.com/eula> ("EULA"), unless you have entered into another mutually signed written license agreement with Malwarebytes ("Written Agreement"), in such case the Written Agreement shall govern. Subscription & Support fees begin on the later of the Subscription Start Date or the Signature Date. Renewal Subscriptions begin at the end of the Initial Term or subsequent Renewal Term. Subscriptions and Support fees are due for payment in accordance with the Payment Method and Payment Terms detailed herein. All Sales Order Forms and Quotations are subject to sales tax at prevailing local rates.

Customer shall have the option to renew this Subscription for a period of twelve (12) months with pricing for the first renewal equal to the prior annualized 36 month term and the second renewal equal to [five percent (5%)] greater than the prior annualized term. Provided, that where pricing was determined based on Customer qualifying for a specific tier, the pre-agreed renewal rate shall only apply where Customer still qualifies for such tier. Customer must exercise its option to renew at least [30 days] prior to the end of this Order's Subscription Term.

Broken Arrow Public Schools Acceptance

Malwarebytes Inc.

Signature: _____
Printed Name: _____
Date: _____
Title: _____

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Printed Name: _____
Date: _____
Title: _____