

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 10/30/2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

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:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

APPROVE of the Terms of Service between Broken Arrow Public Schools and Infinite Campus, Inc. for Campus Digital Repository which is a service that allows Infinite Campus, Inc. to store data in a digital repository controlled by Infinite Campus. The End User License Agreement between BAPS and Infinite Campus will be unchanged. There is no cost to the district. / A.Davis-Summers

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.

Campus Digital Repository

Terms of Service

PLEASE READ THE FOLLOWING CAMPUS DIGITAL REPOSITORY TERMS OF SERVICE CAREFULLY BEFORE USING THE INFINITE CAMPUS SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT.

These terms (“Terms”) govern your access to and use of the Infinite Campus, Inc. (“we” or “our”) Digital Repository (“Service”). These Terms in no way alter your Infinite Campus End User License Agreement (“EULA”). These Terms describe the obligations of users of the Service. For other portions of our software that you have licensed, your Infinite Campus EULA terms remain unchanged. Use of the Service provided is optional, and these terms help prevent the potential for misuse. If your EULA is terminated, your right to access the Service is also terminated.

By using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the Service. Do not place content in or download content from the Campus Digital Repository. By agreeing to these Terms, you are agreeing to these Terms both for yourself and for your organization and represent that you have the authority to bind that organization to these terms.

You may use the Service only in compliance with these Terms and the Infinite Campus EULA, which is entered in to separately. You may enable the use of the Service only if you have the power to form a contract with Infinite Campus and are not barred under any applicable laws from doing so. These terms may change from time to time. Your continued use of the Service after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Your Content

By using our Service, you provide us with information, files, and folders that you submit to the Service (collectively “your content”). You retain full ownership to your content. These Terms do not grant us any rights to your content or intellectual property except for the limited rights that are needed to run the Service, as explained below.

We may need your permission to do things you ask us to do with your content, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer the Service, for example, how we backup data to keep it safe, or how we analyze usage of your content. You give

us the permissions we need to do those things necessary solely to provide the Service. This permission also extends to trusted third parties we work with to provide the Service. For example, you give us permission to use a third-party hosting provider that we may choose to use to provide primary, additional, or redundant storage space in conjunction with the Service.

To be clear, aside from the rare exceptions we identify in our [Privacy Policy](#), no matter how the Service changes, we won't share your content with others, for any purpose, except as stated herein, unless you direct us to, or unless we are ordered to by a court. How we collect and use your information is also explained in our [Privacy Policy](#). And, we'll always follow applicable laws governing online privacy of student data, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act, and their state equivalents. Nothing in this agreement is to be construed to waive the rights afforded and responsibilities of those laws.

You are solely responsible for your conduct, the content of your files, and your communications with others while using the Service. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public or shared content for compliance with our guidelines, but you acknowledge that Infinite Campus has no obligation to monitor any information or content on the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Service.

We restrict the uploading of certain executable files and other similar file types that can be used in system exploits (such as files with .jsp, .xsl, .dll extensions). A list of all disallowed file types can be found here: <https://kb.infinitecampus.com/help/file-types-digital-repository>. Changing the file extension to circumvent the file type restrictions is strictly prohibited and doing so may result in your immediate suspension from the Service.

Sharing Your Content

The Service may provide features that allow you to share your content with others, or to make it public. There are many things that users may do with that content (for example, copy it, modify it, or re-share it). Please consider carefully what you choose to share or make public. Infinite Campus has no responsibility for that activity.

Your Responsibilities

Files and other content in the Service may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Infinite Campus, will be fully responsible and liable for what you copy, share, upload, download, or otherwise use while using the Service. You must not upload spyware or any other malicious software to the Service.

You, and not Infinite Campus, are responsible for maintaining your content. Infinite Campus will not be liable for any loss or corruption of your content, or for any costs or expenses associated with backing up or restoring any of your content, so make sure you keep a separate backup copy of your content. We do, however, want you to be a happy user of the Service, and as such we will do everything commercially reasonable to see that your content is there for you when you need it.

Acceptable Use

You agree not to misuse the Services. For example, you must not, and must not attempt to, use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, Infinite Campus (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;
- impersonate or misrepresent your affiliation with any person or entity;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

Account Security

You are responsible for any activity using your account. You are responsible for safeguarding the password that you use to access the Service and you agree not to disclose your password to any third party. You should immediately notify Infinite

Campus of any unauthorized use of your account. In the event of a breach of security, privacy, or the unauthorized acquisition of or use of your data, the terms of your EULA shall take precedence over these terms.

Infinite Campus Property

These terms do not grant you any right, title, or interest in the Service or the content in the Service. The Software and other technology we use to provide the Service are protected by copyright, trademark, and other laws of the United States. These Terms do not grant you any rights to use the Infinite Campus trademarks, logos, domain names, or other brand features.

Copyrights in your Content

Infinite Campus respects the intellectual property rights of others and asks that you do as well. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported using our DMCA Process (<https://www.infinitecampus.com/policies/digital-repository-services-dmca-policy>). We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Other Content

The Service may contain links to third-party websites or resources. Infinite Campus does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

Termination

You can stop using the Service any time. We reserve the right to suspend or end the Service at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or if you use the Service in any way that would cause us legal liability or disrupt others' use of the Service. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend your account immediately.

Infinite Campus Digital Repository Service is Available "AS-IS"

Although we want to provide a great Service, there are certain things about the Service we can't promise. For example, THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Infinite Campus shall have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service. This “AS-IS” applies to the Service described here, and does not change the warranty or other terms of your Infinite Campus EULA.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INFINITE CAMPUS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT INFINITE CAMPUS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO INFINITE CAMPUS FOR THE PAST THREE MONTHS FOR THE SPECIFIC SERVICE. This limitation of liability only applies to the Service described here. For all other portions of our software that you have licensed, your Infinite Campus EULA terms remain unchanged and in full force and effect.

Modifications

We may revise these Terms from time to time and the most current version will always be available on our website. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are not permitted to use the Service.

Miscellaneous Legal Terms

Specific terms present in your Infinite Campus EULA also apply to this Service. These terms are the ability to assign agreements, the governing law, amendments, waivers, severability, headings and construction, force majeure, notices, applicable law, and export rules. These terms are incorporated by reference. This way, if you have special terms and conditions that we agreed to before, they also apply.