

BROKEN ARROW PUBLIC SCHOOLS
Educating Today Leading Tomorrow

Contract Committee Review Request

Date: 12/7/2021

~~MUST BE COMPLETED IN FULL~~

Contract/Agreement Vendor:

Wellwisher Inc./Padlet Attn: Julla

Name of Vendor & Contact Person

memberships@padlet.com

Vendor Email Address

Subscription

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.

Secondary Students & Teachers PD

Reason/Audience to benefit:

1/10/22

BOE Date

6000.60

Amount of agreement

Person Submitting Contract/Agreement for Review: Brandon Chitty

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

[Signature]

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

[Signature]

Leadership Team Member:

Karla Dyess

Funding Source:

60/901

Fund/Project

OCAS Coding

Consent

Action

Padlet is an online instructional tool that provides a collaborative space for teachers and students to have online discussions in a safe and controlled environment. This tool relates to the type of communication that our students are used to and has been found to be an engaging way to create a backchannel of collaboration. Padlet will also be used with our teacher professional development platform to create space for teachers across the district to share ideas and learn from each other. / B.Chitty

Summary

This field 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 signatures. 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.

12/9 RQ #141824 Created



QUOTE

Padlet
981 Mission St
San Francisco, CA 94103
TIN: 46-1561634
EU VAT ID: EU372012073
UK VAT ID: 383 2034 14

Quote # 17470
Quote Date Dec 01, 2021
Amount \$1,000.00 (USD)
Expiry Date 15 Jan, 2022 23:59 UTC

BILLED TO
Brandon Chitty
Broken Arrow Public Schools
United States
blchitty@baschools.org

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Padlet Backpack Gold	1	\$1,000.00	\$1,000.00
		Total	\$1,000.00

NOTES

It includes up to 10 teacher accounts. Student accounts are included for free.

Backpack quotes are subject to Padlet's [terms of service](#).

For W9, bank information, contact details, DPA, Terms of Service etc., please click this link: [Padlet docs](#)

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Terms of Service

Last Updated: Dec 6, 2021

You are now reading Padlet's Terms of Service, meaning the contract between you and Padlet when you use Padlet's site, services, and products.

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Accepting the Terms of Service

Please read these Terms of Service, our Privacy Policy, and our Content Policy (collectively, the "Agreement") carefully before using Padlet.com (the "Site") and/or the other domains, products, services, and/or content provided by Wallwisher, Inc. (all of those collectively with the Site, the "Services") (Wallwisher, Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "Padlet," "we," or "us"). By using or accessing the Services, you ("Subscriber" or "you") agree to become bound by all the terms and conditions of this Agreement.

Modifications to this Agreement

Padlet reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable, and otherwise through the Services (such as through a notification in your Padlet Profile). You are responsible for reviewing and becoming familiar with any



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modifications to this Agreement.

Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Note that, if you have prepaid for any Paid Services (as defined below) prior to a modification of this Agreement, your use of such prepaid Paid Services is governed by the version of this Agreement in effect at the time Padlet received your prepayment. If Padlet entered into a Master Agreement with you, the terms of the Master Agreement shall prevail.

Use of the Services

Padlet is not currently directed to children under the age of 13 and such children may only use the Padlet Services with guidance, supervision and consent of their parents, guardians and/or authorized school officials. In the United States, if You are the sponsor of a Sponsored Group (the "Sponsor"), including a School that is using Padlet, that includes children under the age of 13, You (or Your school) assumes the responsibility for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). The Sponsor must notify parents/guardians of the information to be



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collected and obtain parental/guardian consent before collecting and sharing with the Service the personal information of children under the age of 13 in order to establish an account or use the Service. You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Padlet Services do hereby designate, Padlet a "school official" within the meaning of FERPA. Padlet will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafaqs.shtm>. If You are outside of the United States, You are responsible to comply with any laws applicable to You before submitting any child's personal information or permitting any child to submit personal information to Padlet.

Service Changes and Limitations: The Services change frequently, and their form and functionality may change without prior notice to You. Padlet retains the right to create limits on and related to use of the Services in its sole discretion at any time

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with or without notice. Padlet may also impose limits on certain Services or aspects of those Services or restrict Your access to parts or all of the Services without notice or liability. Padlet may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content (as defined below).

Limitations on Automated Use: You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Padlet and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Padlet (and only pursuant to those terms and conditions), unless You have been specifically allowed to do so in a separate agreement with Padlet, or unless permitted by Padlet's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Content (as defined below) from the Services, without Padlet's express prior written consent; (e)



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use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or (f) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

Registration, Padlet URLs, and Security

As a condition to using certain of the Services, You may be required to create an account (an "**Account**") and select a password and Padlet username. You may also select new Padlet URLs for each blog You create. You must provide Padlet with accurate, complete, and updated registration information, particularly e-mail address, and failure to do so may result in suspension of Your Account.

You agree that You shall not select or use as a Padlet URL a name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of Your Account. Padlet reserves the right to refuse registration of,



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cancel, or modify a Padlet URL in its sole discretion.

You are also responsible for maintaining the confidentiality of Your Account password and for the security of your Account, and You will notify Padlet immediately of any actual or suspected loss, theft, or unauthorized use of Your Account or Account password.

Privacy

Any information you provide to Padlet is subject to Padlet's Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.

Content and Subscriber Content

Definitions: For purposes of this Agreement: (1) the term "Content" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Services; (2) the term

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“Subscriber Content” is all Content that is posted or otherwise provided or transferred to the Services by a Subscriber (including, without limitation, by You); and Content also includes, without limitation, all Subscriber Content.

Ownership: Subscribers retain ownership of all intellectual property rights in their Subscriber Content. Padlet and the applicable third parties retain ownership of all intellectual property rights in the Padlet Services and all Content other than Subscriber Content.

You retain ownership of any intellectual property You post to Padlet

Subscriber Content License to Padlet:

When You transfer Subscriber Content to Padlet through the Services, You give Padlet a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), such Subscriber Content. The rights You grant in this license do not extend to personally identifiable information and are for the limited purpose of operating the Services in accordance with their functionality, improving the Services, and

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allowing Padlet to market and develop new Services. In addition, You give to Padlet any idea, proposal, suggestion or feedback, including technologies and product improvements (“Feedback”), You grant to Padlet, without charge, royalties or other obligation to You, the right to make, have made, create derivative works, use, share and commercialize that Feedback in any way and for any purpose.

You also agree that you will respect the intellectual property rights of others, and represent that you have all of the necessary rights to grant us this license for all Subscriber Content you submit to the Services.

Compliance with Community

Guidelines: You agree that You won’t post Subscriber Content that violates, or otherwise use Your Account in ways that violate, Padlet’s Community Guidelines.

Termination and Deletion: On termination of Your Account or upon Your deletion of particular pieces of Subscriber Content from the Services, Padlet shall make reasonable efforts to make such Subscriber Content inaccessible and in any event cease use of it within 60 days.

Use of Trademarks

Any use of Padlet’s trademarks, branding, logos and other such assets in connection

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with the Services shall be in accordance with the Padlet Trademark Guidelines.

Warranty Disclaimer; Services Available on an “AS-IS” Basis

Your access to and use of the Services or any Content is at Your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, PADLET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Padlet makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet Your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. Padlet also makes no representations or warranties of any kind with respect to Content; Subscriber Content, in particular, is provided by and is solely the responsibility of, the Subscribers providing that Content.

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No advice or information, whether oral or written, obtained from Padlet or through the Services, will create any warranty not expressly made herein.

Release From Liability

You release, to the fullest extent permitted by law, Padlet, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

- Disputes between Subscribers, including those between you and other Subscribers
- Third party sites and services, including content found on such sites and services
- Disputes concerning any use of or action taken using your Account by you or a third party
- Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content

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- Claims relating to in any way to any face-to-face meetings in any way related to Padlet at any venues

If you are a California resident, you waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Indemnity

Padlet shall indemnify, defend and hold Subscriber harmless from any third party claim that the Padlet Products infringe the intellectual property right of any third party.

The indemnified party will:

- i. provide the indemnifying party with reasonably prompt notice of any claims;
 - ii. provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend any claims at the indemnifying party's expense.
- Any indemnified party will have the right to employ separate counsel at its own expense.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PADLET, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES,

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REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PADLET HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PADLET AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM



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UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S) DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

Exclusions to Warranties and Limitation of Liability

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in Section 9, so the limitations above may not apply to you.

Termination

Either party may terminate this Agreement at any time by notifying the other party.

Effect of Termination: Upon expiration or termination of this Agreement, (i) all license rights to use the Padlet Services shall cease, (ii) Padlet shall discontinue the provision of the Padlet Services, and (iii) Subscriber shall immediately pay any outstanding invoices.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Termination of your access to and use of the



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Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Padlet or any third party.

Legal Disputes

You and Padlet agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Padlet otherwise agree in writing. Before resorting to litigation, we strongly encourage you to contact us directly to seek a resolution.

Law and Forum for Legal Disputes: This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Padlet must be resolved exclusively by a state or federal court located in the City and County of San Francisco, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within City and County San Francisco, San Francisco for the purpose of litigating all such claims or disputes.

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Data Processing Addendum

If you are a subscriber to the Padlet for Schools service (Padlet Backpack) or Padlet for Businesses service (Padlet Briefcase), the terms of the Data Processing Addendum, which are hereby incorporated by reference, shall apply, to the extent that Padlet processes any Subscriber Personal Data (as defined in the DPA) on your behalf in the provision of the Services, and the parties have not executed another addendum overriding the DPA. If applicable, for the purposes of the Standard Contractual Clauses attached to the DPA, if Subscriber Personal Data is to be transferred out of the European Economic Area, your agreeing to these Terms of Service shall be treated as agreement to and execution of the Standard Contractual Clauses and their Appendices.

Miscellaneous

Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior and contemporaneous oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or

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representations other than as expressly provided for in this Agreement.

Notices: All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail to the Parties at their respective addresses set forth in the preamble to this Agreement, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision.

Amendments; Modifications: This Agreement is not assignable, transferable, or sublicensable by you except with Padlet's prior written consent

Severability: If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

Waiver: No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver

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is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

Force Majeure: Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

DMCA Copyright Policy

Padlet has adopted the following policy toward copyright infringement on the

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Services in accordance with the Digital Millennium Copyright Act (a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>, the "DMCA"). The address of Padlet's Designated Agent for copyright takedown notices ("Designated Agent") is listed below.

Reporting Instances of Copyright

Infringement: If you believe that Content residing or accessible on or through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below:

1. Identification of the work or material being infringed
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Padlet is capable of finding it and verifying its existence
3. Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is

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authorized to make the complaint on behalf of the copyright owner

6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed

After removing material pursuant to a valid DMCA notice, Padlet will immediately notify the Subscriber responsible for the allegedly infringing material that it has removed or disabled access to the material. Padlet reserves the right, in its sole discretion, to immediately terminate the account of any Subscriber who is the subject of repeated DMCA notifications.

Submitting a DMCA Counter-

Notification: If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Padlet by providing the following information to the Designated Agent at the address below:

- The specific URLs of material that Padlet has removed or to which Padlet has disabled access
- Your name, address, telephone number, and email address
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal



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district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person

- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your signature

Upon receipt of a valid counter-notification, Padlet will forward it to the Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Padlet does not receive any such notification within ten (10) days, we may restore the material to the Services.

Designated Agent

Wallwisher, Inc.

981 Mission St, San Francisco, CA 94103

Attn: Copyright Agent

Email: hello@padlet.com

