

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

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 06/06/2024

Contract/Agreement Vendor: Infinite Campus & Miles Marsh

Name of Vendor & Contact Person

miles.marsh@infinitecampus.com

Vendor Email Address

Technology

*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.*

District

Reason/Audience to benefit

06/24/2024

BOE Date

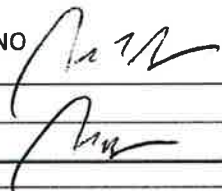
\$ 256,959.60

Amount of agreement

Person Submitting Contract/Agreement for Review: Amanda Davis-Summers

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: Bond 163-2230-734-000-0000-000-050  
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Infinite Campus for Campus SIS licensing, support, hosting and Premium Products licensing and support for the 2024-2025 school year. The cost to the District is \$256,959.60 and paid for with bond funds. / 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 3:00a.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, OK  
Renewal Estimate for 2024-2025**

<b>Item Description</b>	<b>QTY</b>	<b>Unit Price</b>	<b>Extended Price</b>
License: SIS (7/24-6/25)	19,108	\$6.00	\$114,648.00
Support: SIS (7/24-6/25)	19,108	\$1.20	\$22,929.60
Cloud Choice Application Hosting: (7/24-6/25)	19,108	\$1.50	\$28,662.00
Campus Passport (7/24-6/25)	19,108	\$0.50	\$9,554.00
Yearly Event Series (7/24-6/25)	1	\$3,950.00	\$3,950.00
Campus Data Suite (7/24-6/25)	19,108	\$2.00	\$38,216.00
Online Registration Prime: (7/24-6/25)	1	\$37,500.00	\$37,500.00
Report Translation Module (7/24-6/25)	1	\$1,500.00	\$1,500.00
			<b>\$256,959.60</b>

**\*Please note that this is only an estimate.**

**Your total may increase/decrease based on the student count at the time of billing.  
Estimate does not include taxes. Any applicable taxes will be billed when invoiced\***



## INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109<sup>th</sup> Ave NE, Blaine, MN 55449-6794 ("Infinite Campus") and:

("Licensee")

Name: Broken Arrow Public Schools  
Address: 701 S Main Street  
Broken Arrow, OK 74012

### RECITALS

- A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the "Infinite Campus Products");
- B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the "Services"); and
- C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

### 1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users' manuals, reference guides, programmers' guides and/or system guides, as applicable and as available). Licensee must install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, will provide the Services as listed on the applicable Order and Pricing Schedules.

### 2. Ownership and Protection

- 2.1 Infinite Campus Ownership. Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, training materials, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Any reports or other data, which do not include student data, generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Licensee Ownership. Licensee retains ownership of student education records stored within Infinite Campus Products. These records are property of, and under the control of the Licensee. Licensee must obtain all necessary licenses and approvals before uploading any content and is solely responsible and liable for all Licensee content stored within the Infinite Campus Products.
- 2.3 Protection of Infinite Campus Products and Documentation. Licensee must not, and will not knowingly allow any third party to:
  - a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof, except to the extent such acts are required to be permitted by applicable law;

- b) identify or discover any source code of Infinite Campus Products;
- c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;
- d) take any action that imposes or may impose (at Infinite Campus' sole discretion) an unreasonable or disproportionately large load on the Infinite Campus infrastructure;
- e) disclose or publish the results of any benchmark tests run on the Services;
- f) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- g) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

2.4 **Confidentiality.** Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the Agreement Term and at all times after its termination, Licensee and its employees and agents must maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

### 3. Fees and Payment Terms

3.1 **Payment Terms.** Licensee must pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee must pay any third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products will be valid from the Service Start Date until the conclusion of the term, as specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
- c) SIS implementation Services, if any, will be invoiced immediately after the Effective Date.
- d) Travel expenses and premium product implementation Services, if any, will be invoiced monthly as expenses or Services are incurred.
- e) All invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional one and a half percent (1.5%) interest per month, or the maximum amount allowed by law, whichever is lower.

3.2 **Annual Recurring Fees.** Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee must pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 **Travel Expenses.** To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee will pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses will be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/policies>.

3.4 **Taxes.** All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it is Licensee's responsibility to pay all such taxes, if applicable.

### 4. Indemnification; Warranties; Obligations

4.1 **Indemnifications.**

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade



secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, combine with another product or other software, or otherwise change the Product or software that gave rise to such claim.

- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS OR ANY PORTION THEREOF, AND WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

#### 4.2 Warranties.

- a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the Service Start Date, the Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming Services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and Services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

#### 4.3 Obligations.

- a) Licensee must cause all employees or subcontractors of Licensee authorized to access the Services ("Users") to register to have access to the Services ("Registered Users"). Each Registered User is entirely responsible for the security and confidentiality of such User's password and account. Licensee and each Registered User are entirely responsible for all activities that occur under that Registered User's account.

Licensee must immediately notify Infinite Campus of any unauthorized use of a Registered User's account or any other breach of security of which Licensee becomes aware.

- b) If Licensee, or a third-party on Licensee's behalf, desires to conduct a risk analysis to identify potential threats and/or vulnerabilities related to any Infinite Campus Product, Licensee must: (a) notify Infinite Campus in advance; (b) cooperate with all reasonable requests required by Infinite Campus for such evaluation; and (c) supply Infinite Campus with a copy of any results or findings in a timely manner. All results or findings are owned by Infinite Campus and considered Infinite Campus confidential information and protected in accordance with Section 2.3.

## 5. Limitations of Liability

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

## 6. Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") will begin on the date this Agreement is executed by the Licensee ("Effective Date") and it will remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
- c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus is entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus is entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

If the Licensee desires to rescind its notice of termination within ninety (90) days after the effective date of such notice, and if the Licensee's records have not been destroyed pursuant to this Agreement, Infinite Campus may, in its sole discretion, allow the termination notice to be rescinded provided Licensee pays Infinite Campus a \$500 reactivation fee and the fees for the unlicensed period as if such termination notice was never provided.

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee must cease to use Infinite Campus Products and Services and must return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee must expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section will constitute continued use of Infinite Campus Products. Licensee must provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus will also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) With ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of

confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

- 6.4 **No Liability for Termination.** Except as provided for in this Agreement, neither party will be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 **Survivorship.** Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

**7. Additional Terms**

- 7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items below, then the following terms and conditions also apply, as applicable:

Cloud Hosting (Standard Cloud or Cloud Choice)	<a href="https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms">https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms</a>
On-Site Hosting	<a href="https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms">https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms</a>
Software Support Services	<a href="https://www.infinitecampus.com/policies/index/software-support-services-terms">https://www.infinitecampus.com/policies/index/software-support-services-terms</a>
Online Registration (which includes Campus Digital Repository Services)	<a href="https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service">https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service</a>
Campus Messenger	<a href="https://www.infinitecampus.com/policies/campus-messenger-terms-conditions">https://www.infinitecampus.com/policies/campus-messenger-terms-conditions</a>
Training or Consulting	<a href="https://www.infinitecampus.com/policies/index/training-and-consulting-terms-and-conditions">https://www.infinitecampus.com/policies/index/training-and-consulting-terms-and-conditions</a>

**8. General Terms and Conditions**

- 8.1 **Affirmative Action.** Infinite Campus is committed to the policy that all persons shall have equal access to its products, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with entities who follow these practices. Licensee must apply every good faith effort to ensure implementation of this policy in their practices of employment, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Agreement, Licensee certifies that it complies with all applicable federal and state laws related to non-discrimination, equal employment opportunity, and affirmative action.
- 8.2 **Assignment.** This Agreement is personal to Licensee. Licensee must not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer is null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.3 **Governing Law.** This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period



is provided by statute, the parties hereby expressly waive it.

- 8.4 **Amendments; Waiver.** This Agreement may not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof is not a waiver of such provisions or of the right to enforce such provisions later.
- 8.5 **Severability.** If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.6 **Headings, Exhibits, and Construction.** Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.7 **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.8 **Entire Agreement.** This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.4 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement does not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 8.9 **Notices.** Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement for Licensee for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.	Broken Arrow Public Schools
Sales Contracts Management	
4321 109 <sup>th</sup> Ave NE	701 S Main Street
Blaine, MN 55449-6794	OK, 74012

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section.

- 8.10 **Applicable Law.** Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
  - a) While providing Services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-personally identifiable data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement. Subject to (iii) above, Licensee consents to the use of third-party public cloud resources.



This may include hosting, off-site backups, the storage of Campus Digital Repository content, the use of content delivery networks to speed downloads of public files, or the failover of the Infinite Campus Products in certain disaster recovery scenarios.

- b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the Services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
  - c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.
  - d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 8.11 Export Rules. Licensee must not ship, transfer, or export and Infinite Campus Products into any country or use them in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section.
- 8.12 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.13 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement is valid as an original signature of such party and is effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto is deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party will contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means



and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Infinite Campus and Licensee.

**Infinite Campus, Inc.**

**Licensee**

Signature: *Stephanie Svoboda*  
Name: Stephanie Svoboda  
Title: Authorized Signer  
Date: Apr 5, 2023

Signature:  
Name:  
Title:  
Date:



**AMENDMENT TO INFINITE CAMPUS  
END USER LICENSE AGREEMENT**

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between Infinite Campus, Inc. (the "Company") and **Broken Arrow Public Schools** (the "Licensee") and amends the agreement between the same parties titled End User License Agreement, executed concurrently.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

**Amendment to Sections 3.1** Section 3.1 to the End User License Agreement (EULA) is hereby deleted in its entirety and is replaced with the following:

3.1 **Payment Terms.** Licensee must pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee must pay any third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products will be valid from the Service Start Date until the conclusion of the term, as specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date. The initial term will be invoiced over three (3) years as follows:
  - Year 1 due July 1, 2023: \$214,009.60
  - Year 2 due July 1, 2024: \$217,959.60
  - Year 3 due July 1, 2025: \$217,959.60

Notwithstanding any other termination provisions herein, Licensee's ability to unilaterally terminate this Agreement shall begin only after the conclusion of this three-year period.

- b) SIS implementation Services, if any, will be invoiced immediately after the Effective Date.
- c) Travel expenses and premium product implementation Services, if any, will be invoiced monthly as expenses or Services are incurred.
- d) All invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional one and a half percent (1.5%) interest per month, or the maximum amount allowed by law, whichever is lower.

**Infinite Campus, Inc.**

**Broken Arrow Public Schools**

By:

By:

}}

Name:

Name:

}}

Its:

Its:

Date: {{:date}}

Date: