

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: May 5, 2025

Contract/Agreement Vendor:

TVEYES

Name of Vendor & Contact Person

Larry Gallo @ lgallo@tveyes.com

Vendor Email Address

Tracking District media coverage

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

May 12, 2025

BOE Date

\$ 2,070.00

Amount of agreement

Person Submitting Contract/Agreement for Review: **Janet Brown**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

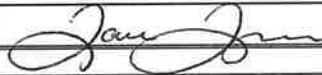
Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Tara Thompson



Funding Source:

Fund/Project

OCAS Coding



Consent



Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and TVeyes, Inc., who provides the communications team with a program designed to track District media coverage on the television and radio during the 2025-2026 school year. The cost to the District is \$2,070.00 and paid for with communication funds. T. Thompson

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.



INSIGHT

Powered by TV Eyes

TVEYES INSIGHT CONTRACT

#20250424-121521739

Issued

April 24, 2025

TV Eyes Inc.

1150 Post Road

Fairfield, CT 06824

United States

Larry Gallo

lgallo@tveyes.com

Prepared for

Broken Arrow Schools

701 S Main St

Broken Arrow, OK 74012

United States

Christina Dixon

Director of Communications

cdixon@baschools.org

918-259-7701

PODCASTS, ONLINE VIDEO, AND BROADCAST. YOU'LL FIND IT ALL HERE.

Insight is the next generation of our industry-leading Media Monitoring Suite.

Across television, radio, podcasts, and online video, Insight delivers more sources, faster real-time results, more advanced search capabilities, and better reporting than any other tool.

Products & Services

Products	Description	Seats	Price
Focus National Promotional	National Coverage Broadcast Radio	1	\$2,070.00 for 1 year
One-time subtotal			\$2,070.00
Total			\$2,070.00

DS
LJ

Comments

Each seat must be assigned to an individual user/email and is intended for individual use. Account sharing is not permitted.

Payment Schedule

An Invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. A late payment fee of 1.5% per month will be applied to all past due balances.

Terms and Conditions

1. AGREEMENT TO PURCHASE. This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified in the attached Schedule of Subscriptions and Fees included hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes user access as identified on such Schedule (hereafter referred to as "the Access"). The Client agrees to pay the fees specified therein, and the Company agrees to deliver the Access as outlined in this Agreement.

Client may purchase additional subscriptions from time to time by executing a supplemental Statement(s) of Access or by email that will reference and be subject to the terms and conditions of this Agreement. Any additional platform content or features not specifically outlined in this Agreement and requested by Client, may require additional fees for Customer to utilize.

2. TERM. The term of this Agreement shall commence on July 1, 2025 and end on June 30, 2026. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.

3. RENEWAL: The TVEyes Service provided under this agreement shall be provided for the term described herein. The Service will automatically renew for a term of the same length unless (i) You provide TVEyes with email notice no later than sixty (60) days prior to the end of the term of your intention not to renew the service, or (ii) TVEyes provides you with written notice no later than sixty (60) days prior to the end of term of its intention not to renew the agreement. TVEyes reserves the right during any renewal term to increase its fees for the Service provided herein. In addition, Company and client may add other TVEyes Services to this Agreement for additional costs upon the mutual agreement of both parties.

4. OWNERSHIP AND COPYRIGHT. Company and its third-party providers shall retain ownership of all rights in and to the Access. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only. TVEyes adheres to third party provider restrictions.

5. CONFIDENTIALITY. The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).

6. LIMITATION OF LIABILITY. Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.

7. ASSIGNMENT. The Client may not assign the Access granted under this Agreement without the prior written consent of TVEyes.

8. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.

9. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Access and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.

10. INTEGRATION. TVEyes may, at the request of the client, provide integration to a third-party platform. This will include only search results. This integration will be available only to customers who maintain a contractual relationship with TVEyes. Further, TVEyes is not responsible for the claims made by third-party service providers related to the utilization of TVEyes, its services or its capture network.

11. UNAUTHORIZED USE. TVEyes may occasionally audit Clients usage of Services. Any unauthorized use, including but not limited to sharing of log-ins, will be charged as an additional user at a pro-rated price of the contractual rate plus 25% per seat per year. TVEyes will discuss any unauthorized use with Client before invoicing for additional seats. Flexibility may be granted up to three I.P. addresses per log-in. Repeated unauthorized use may result in Services being suspended.

12. GOVERNING LAW: This Agreement will be governed in accordance with the laws of the state of Connecticut.

Acceptance

Signature

Signature

Date

Printed name

Countersignature

DocuSigned by:
Larry Gallo
5053F0630FEE421...
Countersignature

4/24/2025
Date

Larry Gallo
Printed name