



Date: 14 May 2021

Licensing Agreement

Organization or Institution:	Broken Arrow Schools
Mailing Address:	701 S. Main Street
	Broken Arrow, OK 74012
Primary Contact Name:	Adam Foreman
Contact's Telephone Number:	918-259-5789
Contact's Email Address:	ajforeman@baschools.org

LICENSE FEES:

Renewal	Term: 7/1/2021 – 6/30/2022		Duration: 12 months
Service Options: (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	Unit Cost	Qty	Total Cost
TVEyes Regional Capture Database Access Media Monitoring Suite (MMS)	\$1,800	1	\$1,800
TVEyes Individual Access License Media Monitoring Suite (MMS) UNLIMITED Archives a year			
Grand Total (due Net 30 from date of invoice)			\$1,800

TVEyes Federal Tax ID: #06-1555547

LICENSE AGREEMENT - 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 on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.

- 2. TERM. The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
- 3. OWNERSHIP AND COPYRIGHT. Company and its third party providers shall retain ownership of all rights in and to the Licenses. 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.
- 4. CONFIDENTIALITY. The Parties agree that the terms of this agreement shall remain confidential and shall not 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)
- 5. 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.
- 6. ASSIGNMENT. The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.
- 7. 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.
- 8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses 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.
- 9. 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 by up to 15% annually. In addition, Company and client may add other TVEyes Services to this Agreement for additional costs upon the mutual agreement of 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.

Customer Acknowledgement (Initial) _____

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. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

Customer Acknowledgement (Initial) _____

Required Information: The Following individual has been designated by client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: _____

Billing Address: _____

Telephone: _____

Email : _____

Purchase Order #: _____

Agreement Acceptance:

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]
Authorized
Signature: _____
Name/Title: _____
Date: _____

Mailing
Address: _____

Fax: _____
Email: _____

[Company] TVEyes, Inc.
Authorized
Signature: _____
Name/Title: Jamie Bean, Sales Executive
Date: 5/14/2021

TVEyes Inc.
Mailing 1150 Post Rd.
Address: Fairfield, CT 06824
(203) 254-3600 x340

Fax: (203) 254-3605
Email: jbean@tveyes.com