



MEMORANDUM

To: *Chuck Perry*

From: Ms. Lindsay Drake
Senior HR Recruitment & Staffing Coordinator

Date: January 10 Board Meeting

Re: Interviewstream Agreement

SUBJECT

Accept and approve the agreement between Interviewstream, LLC and Broken Arrow Public Schools for use of interview/recruiting software. The cost to the district is \$6,750.00

ENCLOSURE/ATTACHMENTS

Virtual SaaS Agreement

SUMMARY

The agreement between the district and the Interviewstream, LLC will continue for the 2021-2022 school year.

FUNDING

PRJ 180 FUNCT 2571 OBJ 340

RECOMMENDATION

Approve



Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 12/10/2021

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:

Leadership Team Member:

Funding Source:

Fund/Project

OCAS Coding

Consent

Action

Agreement for use of interview/recruiting software that intergrates with HR's current applicant tracking system. This will allow applicants the capability of on-screen one way interviews upon applying, as well as automated interview scheduling. This will ultimately reduce time spent by hiring managers/principals to qualify and screen candidates.

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.

Virtual SaaS Agreement



THIS AGREEMENT REPRESENTS A BINDING CONTRACT BETWEEN CUSTOMER AND INTERVIEWSTREAM, LLC (“interviewstream”) FOR CUSTOMER’S USE OF INTERVIEWSTREAM SOFTWARE SOLUTION(S) LISTED IN CUSTOMER’S ORDER FORM (THE “Licensed Material”). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER CLICKS “ACCEPT” (THE “EFFECTIVE DATE”). CUSTOMER’S SELECTION OF THE BUTTON OR BOX OR OTHER SYMBOL INDICATING CUSTOMER’S AGREEMENT IS CUSTOMER’S ELECTRONIC SIGNATURE AND CUSTOMER AGREES THAT THIS SIGNATURE IS THE LEGAL EQUIVALENT OF CUSTOMER’S MANUAL SIGNATURE. CUSTOMER AGREES TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES FROM, AND TO TRANSACT ELECTRONICALLY WITH, INTERVIEWSTREAM.

THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTY, CONSENT TO USE OF PERSONAL INFORMATION AND OTHER IMPORTANT TERMS. PLEASE READ IT CAREFULLY BEFORE PROCEEDING.

IF CUSTOMER IS ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF CUSTOMER’S EMPLOYMENT OR CONTRACT WITH AN ENTITY (E.G., A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP), (A) CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, AND (B) “CUSTOMER,” AS USED IN THIS AGREEMENT, REFERS TO YOU AND THAT ENTITY.

Customer and interviewstream may each be referred to in this Agreement as a “Party” and collectively as the “Parties.” The Parties hereto agree as follows:

1. Contract Period

The Initial term of this Agreement is as stated on the corresponding Order Form starting from the Effective Date. As used in this Agreement, “Order Form” means the paper or electronic form (including any exhibits, schedules, supplements, or addenda thereto) under which Customer ordered the applicable Services to be provided pursuant to this Agreement. Following interviewstream’s acceptance of an Order Form, interviewstream will make the applicable Services available to Customer during the applicable term as set forth in such Order Form, in which case any additional terms and conditions contained in such Order Form are hereby incorporated into the Agreement by reference and are legally binding. This Agreement shall automatically renew for additional renewal terms equal to the Initial Term with an increase by five percent (5%) above the applicable pricing from the prior term unless either Party shall give notice of cancellation, which must be provided no less than sixty (60) days and no more than one hundred-twenty days prior to each anniversary of the Effective Date. If Customer terminates this Agreement or elects to reduce the number of Customer’s authorized end users (“Users”) of the Licensed Material, then, in addition to amounts due for use of the Licensed Material and Support Services, including any associated documentation (collectively, the “Services”) actually rendered prior to the termination of this Agreement or reduction of Users, there shall be immediately due and payable by Customer an amount equal to the 50% of the fees that would have been paid the remainder of the term but for the termination or reduction of Users, as the case may be.

2. Billing and Payment

Payments are due in advance annually, and fees due shall be set forth in an Order Form. Customer must have a credit card on file to qualify for any other pre-negotiated payment terms. Services will be terminated and data will be destroyed if payments are not received within the terms, after serving a thirty-day notice via email or fax. Unless otherwise provided in the Order Form (a) all payment obligations are non-cancelable and (b) payments are non-refundable. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If any undisputed fees are fifteen (15) days or more past the due date for payment of such fees, interviewstream reserves the right to suspend Customer's access to and use of all Services until such non-payment is remedied by Customer. If Customer wishes to dispute any fees, Customer must notify us in writing of Customer's good faith reason(s) for such dispute within fifteen (15) days of receipt of the applicable invoice on which such fees appear. In the event of a dispute, Customer must still pay any amount that is not disputed. The license, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse interviewstream and hold interviewstream harmless for all sales, use, VAT, excise, property or other taxes or levies which interviewstream is required to collect or remit to applicable tax authorities which arise out of this Agreement or the Order Form. This provision does not apply to interviewstream's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished interviewstream with a valid tax exemption certificate.

3. Representations and Warranties

General. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Compliance with the Laws. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

Customer Data. Customer represents and warrants that (a) it has full right, title and interest in and to the information and data that interviewstream will have access to, store, transmit and protect pursuant to this Agreement ("Customer Data"), (b) Customer Data does not infringe upon, misappropriate or otherwise violate any third party's intellectual property, privacy or other rights, (c) that it has the legal right to disclose all Customer Data that it does in fact disclose to interviewstream under, pursuant to or in connection with this Agreement, and (d) the Customer Data and its use does not violate any applicable law, including data protection or data privacy laws.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use of the Services; (b) not violate or tamper with the security of any interviewstream computer equipment or program. If interviewstream has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose, interviewstream may suspend the Services immediately with or without notice to Customer. Interviewstream may terminate the Agreement as contemplated in Section 11 if Customer in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY WARRANTIES MADE BY INTERVIEWSTREAM. INTERVIEWSTREAM MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. INTERVIEWSTREAM HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY INTERVIEWSTREAM, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY. EXCEPT AS OTHERWISE STATED IN THIS SECTION 3, THE SERVICES (INCLUDING THIRD PARTY SOFTWARE) ARE PROVIDED "AS IS." NOTWITHSTANDING THE FOREGOING, ANY AND ALL WARRANTIES MADE BY INTERVIEWSTREAM UNDER THIS AGREEMENT ARE VOID IF CUSTOMER MAKES, OR PERMITS ANY THIRD PARTY TO MAKE, ANY CHANGES TO THE LICENSED MATERIAL (INCLUDING THE SOFTWARE) THAT ARE NOT AUTHORIZED IN WRITING BY INTERVIEWSTREAM.

4. Limitation of Liability

Indemnification by Customer. Customer shall indemnify, defend and hold harmless interviewstream and its officers, directors, agents, representatives and employees against any claim, demand, suit, cause of action or proceeding, including all costs, expenses and damages (including reasonable attorneys fees), made or brought against interviewstream or the aforementioned indemnitees, arising out of or relating to: (a) any claim by a third party alleging that Customer Data (or other materials or software provided by Customer), or Customer use of the Services of this Agreement, infringes, misappropriates, or violates the intellectual property rights of a third party or violates applicable law; (b) breach by Customer of Customer's representations and warranties under this Agreement; and (c) any act of gross negligence or willful misconduct by Customer (each a "Claim Against Interviewstream"); provided that interviewstream (i) promptly gives Customer written notice of the Claim Against Interviewstream (provided that any failure to provide such prompt written notice will only relieve Customer of its obligations to the extent its ability to defend such claim is materially prejudiced by such failure); (ii) gives Customer sole control of the defense and settlement of the Claim Against Interviewstream (provided that Customer may not consent to entry of any judgment or admission of any liability of interviewstream without the prior written approval of interviewstream); and (iii) provides to Customer all reasonable assistance, at Customer's sole expense. It is acknowledged and agreed that nothing contained herein (1) shall be considered a waiver by either Party of any remedy or right, in law or equity, all of which are expressly reserved without prejudice; and (2) prevents the indemnified Party from obtaining separate counsel at such Party's sole expense.

5. Confidential Information

Definition. For purposes of this Agreement "Confidential Information" shall mean all proprietary information, financial information and other commercially valuable or sensitive information in whatever form, including, without limitation, all Customer Data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and any other materials or information of whatever description which a Party has identified as confidential, proprietary or of a commercially sensitive nature or a Party should reasonably know is regarded as confidential, proprietary or of a commercially sensitive nature by the other Party. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (a) was or becomes publicly known through no fault of the receiving Party, and without breach of an obligation of confidentiality owed to the disclosing Party; (b) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (c) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; and (d) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party.

Nondisclosure. During this the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential

Information only as permitted under this Agreement. Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this Section 5. Both Parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information that it is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (i) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (ii) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party may have no adequate remedy at law and will be entitled to seek injunctive and other equitable relief, in addition to any other remedies available at law or in equity.

Ownership of Confidential Information. Nothing in this Agreement shall be construed to convey any right, title or ownership interests to or in (a) the Services or other Confidential Information of interviewstream to Customer, or (b) any patent, copyright, trademark, or trade secret embodied therein.

Suggestions/Improvements to the Services. Notwithstanding this Section 5, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Services or other interviewstream materials provided to Customer shall be owned by interviewstream, and Customer hereby assigns any such rights, including all intellectual property rights thereto, to interviewstream. Nothing in this Agreement shall preclude interviewstream from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by interviewstream in the performance of services hereunder.

6. Customer Responsibility

Customer is solely responsible for the use of the Services and the content of communications transmitted by Customer using the Services.

Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized Users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with interviewstream.

7. Licenses

interviewstream hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to access the software (on a "software-as-a-service" basis) and related documentation provided by interviewstream under an applicable Order Form ("Licensed Material"). Customer shall ensure that its Users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. All Licensed Material furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States. Except as expressly permitted in this Agreement or an Order Form, Customer may not, and may not permit a third party to: (a) decompile, disassemble, or otherwise reverse engineer the Licensed Material or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming

interfaces of the Licensed Material by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, sell, rent, lease, or use the Licensed Material (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) modify, translate or create derivative works of any part of the Licensed Material; (d) attempt to circumvent or disable the security key mechanism that protects the Licensed Material against unauthorized use (except and only to the extent that applicable law prohibits or restricts such restrictions); or (e) remove or otherwise alter any proprietary notices or labels from the Licensed Material. Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Services, modifications to Licensed Material, interviewstream's intellectual property rights or any other materials provided to Customer. Interviewstream shall own all right, title, and interest in such Services and interviewstream materials, subject to any limitations associated with intellectual property rights of third parties. Interviewstream reserves all rights not specifically granted herein. Intellectual property shall include, but not be limited to, all intellectual property rights wherever in the world, whether registerable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing-off rights, unfair competition rights, patents, petty patents, utility models, and rights in designs).

8. Third Party Software Providers

Acquisition of Third Party Products and Services. All uses of any software or application programming interfaces provided by third parties, as necessary for Customer to use the Services ("Third Party Software") by Customer are subject to applicable license terms between Customer and such third parties providing the Third Party Software. Any Third-Party Software will remain the sole and exclusive property of such third parties. Some Licensed Material may contain or be provided with components licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (collectively, "Open Source Software"). Customer hereby acknowledges that the terms of the third-party licenses governing such Open Source Software, not the terms and conditions of this Agreement, shall govern Customer's use of such Open Source Software. Interviewstream disclaims all representations or warranties as to such Third-Party Software and Open Source Software, and interviewstream does not support such Third-Party Software and Open Source Software, whether or not they are designated as "certified" or otherwise in the Order Form.

Third Party Applications and Your Data. If Customer installs or enables Third Party Software for use with Licensed Material, Customer acknowledges that interviewstream may allow providers of such Third-Party Software to access Customer Data as required for the interoperation of such Third-Party Software with the Licensed Material. Interviewstream shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Software providers.

Integration with Non-interviewstream.com Services. The Licensed Material may contain features designed to interoperate with Third Party Software (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Third-Party Software from their providers. If the provider of any such Third-Party Software ceases to make the Third-Party Software available for interoperation with the corresponding Licensed Material features on reasonable terms, interviewstream may cease providing such interoperable features without entitling Customer to any refund, credit, or other compensation.

9. Customer Data

All Customer Data is owned by Customer and is to be strictly held as confidential. Interviewstream will delete and destroy all copies of non-aggregated or non-anonymized Customer Data once the Agreement is terminated with or without default. Customer has the option to receive a backup of Customer Data prior to deletion per Section 10. As between the Parties, interviewstream owns and shall continue to own all right, title and interest in and to all aggregate, anonymized and/or statistical information or analyses created and developed by interviewstream from performance and usage data generated through Customer's use of the Services (collectively, "Aggregate Data"). Aggregate Data is de-identified so that Customer cannot be identified as the source within the Aggregate Data.

10. Back-up of Data

interviewstream will deliver a full backup of customer Data via custom link to downloadable files, if customer agrees to pay a charge of \$250 per request.

11. Termination

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement; provided, however, that where the breach is the failure of payment by Customer of any charge when due, interviewstream, may, at its option, terminate or suspend Services if Customer does not cure said breach within seven (7) days following notice to Customer of the delinquency.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

Upon termination of this Agreement, Customer shall no longer access the Services. Customer shall not circumvent any security mechanisms contained therein. Customer must also return to interviewstream any and all copies of interviewstream's Confidential Information (including but not limited to software, firmware and drivers provided by interviewstream pursuant to the Agreement), destroy any tangible copies of interviewstream's Confidential Information in Customer's possession, custody or control, and certify in writing to interviewstream within ten (10) days after termination that Customer has completed the foregoing. Upon termination of this Agreement, Customer shall be responsible for payment of all charges incurred as of the effective date of termination.

12. General Provisions & Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, and all Order Forms executed hereunder constitute the entire agreement between the Parties and shall be binding on the Parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of each Party. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon interviewstream or effective for any purpose, unless accepted by interviewstream in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, interviewstream's industry or between the Parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

- (b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.
- (d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Customer without the prior written consent of interviewstream. Any attempted assignment, subletting or transfer shall be void, and interviewstream shall have the right, in its sole discretion, to terminate this Agreement in the event this provision is breached by Customer.

- (e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) No delay or failure of interviewstream or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by interviewstream or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- (g) In the event that either Party is unable to perform any of its obligations under this Agreement (other than the obligation of payment by Customer) because of natural disaster; terrorism; fire; explosion; power blackout; earthquake; flood; the elements; strike; embargo; labor disputes; acts of civil or military authority; war; acts of god; acts or omissions of carriers or suppliers; acts of regulatory or governmental agencies; actions or decrees of governmental bodies or communication line failure not the fault of the affected Party; a disease outbreak, epidemic or pandemic (including the ongoing impact of the COVID-19 coronavirus pandemic); restrictions on transportation or the movement of people or goods (including, without limitation, quarantine and shelter-in-place restrictions), or shortages of power, or delays or shortages of services (including, without limitation, the availability of digital, wireless and data-related services), in each case related to any of the foregoing; or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall, as soon as practicable and in any event within ten (10) days of becoming aware of such Force Majeure Event, give notice to the other Party and shall do everything commercially reasonable to resume performance as soon as practicable. Upon the occurrence of a Force Majeure Event, all obligations under this Agreement, insofar as they are affected by such Force Majeure Event, shall be immediately suspended. Notwithstanding the foregoing, in no event shall the obligation of either Party to pay any amount of money when due pursuant to the terms of this Agreement be suspended and excused by reason of a Force Majeure Event. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11.
- (h) On interviewstream's request, no more frequently than annually, Customer shall furnish interviewstream with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.
- (i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.
- (j) This Agreement shall be governed by and construed under the laws of the State of Illinois applicable to contracts made in and wholly to be performed in the State of Illinois without regard to conflicts of law.
- (k) The provisions set forth in Sections 2, 3, 4, 5, 6, 7 (except that the license to Licensed Material shall not survive), 8, 9, 11, and 12 of this Agreement shall survive termination or expiration of this Agreement and any applicable license hereunder.
- (l) Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on Order Form or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to interviewstream shall be sent to the attention of the CEO and its General Counsel. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has allegedly been breached and the date on which Customer became aware of the alleged breach (failure to provide said date shall be considered defective notice).

- (m) Use of the Licensed Material by or for the United States Government is conditioned upon the Government agreeing that the Licensed Material is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall (a) advise interviewstream if Customer Data involves or will be shared with any governmental entity, (b) be responsible for assuring that this provision is included in all agreements with the United States Government and (c) make sure that the Licensed Material, when delivered to the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such delivery.
- (n) In the event of an express conflict between the terms and conditions of this Agreement and an Order Form, the terms and conditions of an Order Form shall prevail.
- (o) The Clause headings do not affect the interpretation of this Agreement.
- (p) Customer may not make any public announcements or statements regarding interviewstream or this Agreement without the prior written consent of interviewstream. Interviewstream reserves all rights to make such public statements, and Customer agrees to cooperate with interviewstream, to the extent interviewstream requests Customer to do so: (i) in providing oral and/or written references to interviewstream's prospective customers; (ii) in preparation of any press release announcing a relationship between Customer and interviewstream; (iii) in providing oral and/or written references to press and industry analysts; and (iv) in delivering pre-approved quotations to be used in interviewstream's sales and marketing materials. Interviewstream may include Customer's tradename and logo on publicly displayed customer lists (including interviewstream's websites).

Customer

SIGNATURE

Rusty Stecker

NAME

BUSINESS TITLE

AUTHORITY LEVEL

DATE

interviewstream

SIGNATURE

Monique Mahler

NAME

BUSINESS TITLE

AUTHORITY LEVEL

DATE



27 N. Wacker Dr.
 Chicago, IL 60606
 312.583.7499
 interviewstream.com

Jessica Ferraro

PROPOSED BY

1/31/22

OFFER VALID THROUGH

ORDER FORM

Address Information

Bill To:

Company Name Broken Arrow Public Schools
 Address 701 South Main Street
 City, State & ZIP Broken Arrow OK 74012

Ship To:

Company Name Broken Arrow Public Schools
 Address 701 South Main Street
 City, State & ZIP Broken Arrow OK 74012

Billing Contact Name Rusty Stecker
 Billing Email Address rstecker@baschools.org

Billing Phone 918) 259-5713
 Billing Fax _____

Terms and Conditions

Contract Start Date: 2022-02-01
 Contract End Date: 2022-06-30

Payment Method: na
 Payment Terms: prorated
 Billing Method: na
 Billing Frequency: annual

Services (Licensed Material and Support Services)

Services	One-time Fee	Start Date*	End Date*	Term	Total Price
Integration	X	2022-02-01	2022-06-30	5	included
interview on demand		2022-02-01	2022-06-30	5	included
interview scheduler		2022-02-01	2022-06-30	5	included
TOTAL					\$6,750.00

- * If this Order Form is executed and/or returned to interviewstream by Customer after the Start Date above, interviewstream may adjust the Start Date and End Date, without increasing the Total Price, based on the date interviewstream activates the products and provided that the total term length does not change.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form.

Annual Pricing Summary

Fees	Aggregate Price
TOTAL	

- * The Annual Pricing Summary is provided for informational purposes only and is not a payment schedule. Please refer to the Terms and Conditions section of this Order Form for payment related information.

Pricing Schedule

The pricing in the Pricing Schedule above is stated in terms of monthly per-subscription pricing. In case the above Pricing Schedule provides for tiered pricing, the volume pricing levels are monthly and are based upon the aggregate total number of full-use subscriptions of the applicable Services purchased by the customer entity executing this Order Form ("Customer") which are in effect as of this Order Form's Contract Start Date. Any price decreases shall have no effect on previously purchased subscriptions. Only add-on Orders by Customer that are associated with this Order Form, for the same Service, during the order term herein, are eligible for the applicable volume pricing levels under this Pricing Schedule. Any renewals of the subscriptions purchased under this Order Form are not eligible for this Pricing Schedule unless expressly agreed to in writing between the parties in an applicable renewal Order Form.

Additional Terms

1. Under the interviewstream SaaS Agreement, subscriptions under this Order Form shall automatically renew for the terms listed in the "order term" section unless written notice of cancellation is provided per the terms of the interviewstream SaaS Agreement.
2. Customer acknowledges that they have read and accept all technology requirements listed in the interviewstream SaaS Agreement and Supporting Requirements and Readiness Guide.
3. The Order Form will be the prevailing document should there be any conflicting terms.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

(Customer to complete)

_____ **No**

_____ **Yes** – *Please complete below*

PO Number

PO Amount

\$

Upon signature by Customer and submission to interviewstream, this Order Form shall become legally binding unless this Order Form is rejected by interviewstream for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Contract End Date.

This Order Form is governed by the terms of the interviewstream Master Subscription Agreement located below and found at <https://interviewstream.com/company/virtual-saas-agreement/>

The master subscription agreement will govern or (ii) otherwise set forth herein.

Customer

SIGNATURE

Rusty Stecker

NAME

BUSINESS TITLE

AUTHORITY LEVEL

DATE

interviewstream

SIGNATURE

Monique Mahler

NAME

BUSINESS TITLE

C-Level

AUTHORITY LEVEL

DATE