

CONTRACT NAME: AGREEMENT BETWEEN RIVS.COM, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between RIVS.Com, Inc. and DJUSD. RIVS is a web-based technology built for digital voice and video interviews. This software will allow the district to conduct interviews, involving stakeholders who may be at different locations, in a more efficient manner.

Staff believes this software will allow the district to reduce the interview and selection process from several days to a matter of hours for hard to fill positions. Given the teacher and staff shortages throughout the state, having an expeditious interview and selection is critical to hiring the best candidates in a competitive market.

The cost for this service is \$8,000 and is allocated in the budget for Personnel Services.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when signed by Customer and RIVS representatives ("Effective Date"). The Initial term of this Agreement is as stated on the corresponding Order Form starting from the Effective Date. This Agreement shall automatically renew for additional renewal terms equal to the Initial Term each 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 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. Customer will pay via a Purchase Order. 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.

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.

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 or Licensed Materials; (b) not violate or tamper with the security of any RIVS computer equipment or program. If RIVS has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose RIVS may suspend the Services immediately with or without notice to Customer. RIVS 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 RIVS. RIVS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. RIVS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RIVS, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

4. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL RIVS OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RIVS'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RIVS OF THIS AGREEMENT, RIVS'S LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNT PAID TO RIVS BY CUSTOMER DURING THE PREVIOUS THREE MONTHS.

Indemnification by Customer. To extent allowable by law, customer shall defend RIVS against any claim, demand, suit or proceeding made or brought against RIVS by a third party alleging that Customer Data, or Customer use of the Services of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against RIVS"), and shall indemnify RIVS for any damages, attorney fees and costs finally awarded against RIVS as a result of, or for any amounts paid by RIVS under a court-approved settlement of a Claim Against RIVS; provided that RIVS (a) promptly gives Customer written notice of the Claim Against RIVS; (b) gives Customer sole control of the defense and settlement of the Claim Against RIVS (provided that Customer may not settle any Claim Against RIVS unless the settlement unconditionally releases RIVS of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

5. Confidential Information

Definition. For purposes of this Agreement "Confidential Information" shall mean information 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 information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. 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: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) 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; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) 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.

Nondisclosure. During this the term of this Agreement and for a period of 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.

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 will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Customer Responsibility

Customer is solely responsible for the use of the RIVS Services and the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless RIVS from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the Customer's use of RIVS Services and Licensed Material and content of any communications arising from such use.

Customer is not permitted to resell 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 RIVS.

7. Licenses

RIVS hereby grants to customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by RIVS ("Licensed Material"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. 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.

8. Third Party Software Providers

Acquisition of Third Party Products and Services. RIVS or third parties may from time to time make available to Customer third-party products or services, including but not limited to third party Applications and implementation, customization and other consulting services. Any acquisition by Customer of such third party products or services, and any exchange of data between Customer and third party provider, is solely between Customer and the third party provider. RIVS does not warrant or support third party products or services, whether or not they are designated by RIVS as "certified" or otherwise, except as specified in the Order Form.

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

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

9. Customer Data

All data is owned by Customer and is to be strictly held as confidential. RIVS will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion per section 10.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RIVS. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of RIVS and all copyrights and other rights are hereby assigned to RIVS.

10. Back-up of Data

RIVS 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 seven (7) days after receipt of written notice, (1) the other Party may terminate this agreement, or (2) where the failure is a nonpayment by Client of any charge when due, RIVS, may, at its option, terminate or suspend Services with or without any notice.

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, RIVS, 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.

Customer shall be responsible for payment of all charges under a terminated Agreement 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, 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 the relevant Party(ies). 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 RIVS or effective for any purpose, unless accepted by RIVS 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, RIVS'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 RIVS. Any attempted assignment, subletting or transfer shall be void.

(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 RIVS 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 RIVS 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 or to enjoy any of its benefits 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 or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. 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 RIVS's request, no more frequently than annually, Customer shall furnish RIVS 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 California applicable to contracts made in and wholly to be performed in the State of California without regard to conflicts of law.

Execution of the Order Form binds both RIVS and the Clients to the Terms of this Virtual SaaS Agreement



RIVS.COM, INC.
112 South Sangamon St., Suite 401
Chicago, IL 60607
312.583.7499

ORDER FORM

TO:
Davis Joint Unified School District
Jonathan Brunson
jbrunson@djud.net
526 B Street, Davis, CA 95616
530-757-5300

BILLING CONTACT:
Davis Joint Unified School District
Jonathan Brunson
jbrunson@djud.net
526 B Street, Davis, CA 95616
530-757-5300

ORDER/P.O. NUMBER
(OPTIONAL):

EFFECTIVE DATES	PAYMENT TERMS	CONTRACT TERM	RENEWAL TERM	REP NAME
9/28/2016	Net 30 on Full Invoice	12 Months	N/A	Lindsay Finlay

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DUE
Unlimited	License	RIVS – Live Two-way & One-way Interviews	7,500	7,500
1	Plugin	Chrome Extension	500	500
SUBTOTAL				\$8,000
SETUP				\$0
OTHER				
TOTAL				\$8,000

Additional Terms

1. Additional description of services can be found on our website or pricing page.
2. Late fees are greater of \$29 or 1.5% outstanding balance.
3. Customer grants RIVS permission to list Customer as current client of RIVS for marketing purposes.

Accepted by _____

Date Signed _____

Authorized by _____ [print name]

This order form is subject to the RIVS SaaS Agreement. The Order Form will be the prevailing document should there be any conflicting terms.