



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/11/2023

File ID: TMP-2870

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Agreement between the City of Huntsville and Interview Now, Inc.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-515340-00000000- & 1000-41-41305-515430-00000000

City Cost Amount: \$ 10,500.00

Total Cost: \$ 10,500.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

Agreement between the City of Huntsville and Interview Now, Inc.

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT (THE "**MSA**") GOVERNS LICENSEE'S USE OF INTERVIEW NOW INC.'S SOFTWARE AND SERVICES. BY ACCEPTING THIS AGREEMENT, BY EITHER (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) BY SIGNING THIS AGREEMENT, OR BY (4) USING SERVICES, OR BY (5) USING FREE TRIAL SERVICES, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. THE MSA CONSTITUTES THE "**AGREEMENT**." THIS AGREEMENT IS EXECUTED BETWEEN Interview Now Inc. ("**INTERVIEW NOW**") AND THE ENTITY PLACING AN ORDER FOR SOFTWARE AND SERVICES ("**LICENSEE**") (COLLECTIVELY, THE "**PARTIES**").

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND THE ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "LICENSEE" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE AND SERVICES.

1. SCOPE OF AGREEMENT

This MSA governs Interview Now's provision of Interview Now Services, as defined herein detailing the Interview Now Services purchased.

2. DEFINITIONS

"**Affiliate**" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement. For the avoidance of doubt, any software subscription Fees due under this Agreement are based on Licensee's business locations and services purchased.

"**Interview Now Account**" means Licensee's password-restricted account by which it may access and use the Software.

"**Interview Now Services**" means the Software provisioned to Licensee pursuant to the Agreement.

"**Internal Use**" means use of the Interview Now Services for Licensee's and/or Licensee's Affiliates' general business use, solely for the benefit of Licensee and/or Licensee Affiliates.

“Licensee Data” means any material that is entered into the Interview Now Account by Licensee, Licensee’s employees or contractors, or any third parties acting on behalf of or at the direction of Licensee (including, for the avoidance of doubt, Licensee’s job candidates).

“Quote” software or deliverables as well as the quantity, unit price, and total price. All Quotes and Purchase Orders shall be governed by this MSA and no other terms or conditions shall apply.

“Purchase Order” means Licensee’s Purchase Order which shall be issued by Licensee signifying Licensee’s order of the Interview Now Services contained in an Interview Now Quote or itemized in the Purchase Order. The MSA shall govern the terms and conditions of the issued Purchase Order and no other terms or conditions shall apply.

“Professional Services” means services provided by Interview Now other than the Software to enable or optimize Licensee’s use of the Software, which may include without limitation data migration, implementation, ongoing support, custom development, and individualized training.

“Personal Data” means information that identifies a person, such as a name or online identifier, that is uploaded into the Software by Licensee or by third parties acting on Licensee’s behalf, including job candidates.

“Software” means Interview Now’s proprietary mobile recruiting and interviewing SaaS products, which shall be accessed by Licensee via the internet and will include any updates made generally available at no additional charge to similarly situated Interview Now customers.

3. PROPRIETARY RIGHTS

(a) **License to Software.** Subject to the terms and conditions of the Agreement, Interview Now grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use the licensed Software, as provided by Interview Now, for Internal Use during the Term in the manner contemplated by the Parties and this MSA.

(b) **Restrictions on Use of Software.** Licensee will comply with all applicable laws, rules and regulations in connection with Licensee’s use of the Software. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software; (iii) lend, lease, offer for sale, sell or otherwise use the Software for the benefit of third parties; (iv) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the Software, including without limitation other accounts, computer systems or networks connected to the Software; or (v) use or view the Software for the purposes of developing, directly or indirectly, a product or service competitive to the Software.

(c) **Interview Now Ownership of Interview Now Services.** Except for the rights granted in Section 3(a) above, Interview Now retains all right, title and interest, including all intellectual property rights, in and to the Interview Now Services. Licensee acknowledges that the Interview Now Services

include Interview Now's valuable trade secrets and improper use or disclosure may cause Interview Now irreparable harm. Accordingly, Licensee agrees to use the Interview Now Services solely as authorized in this Agreement. Licensee further acknowledges that the license granted pursuant to this Agreement is not a sale and does not transfer to Licensee title or ownership of the Software or a copy of the Software, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO INTERVIEW NOW.

(d) **Licensee Data.** Subject to the terms and conditions of this Agreement, Licensee grants to Interview Now a limited, non-transferable (except pursuant to Section 11(a) below), worldwide license to use the Licensee Data for the purpose of providing the Interview Now Services; specifically, to store, process, display, use and generally make the Licensee Data available through the Internet and the Interview Now Account in order to provide the Interview Now Services in accordance with this Agreement. Licensee acknowledges that Licensee Data will be stored and processed in the United States. Licensee represents and warrants that: (i) it either owns the Licensee Data or is otherwise permitted to grant the license set forth in this Section 3(d); (ii) the posting and use of Licensee Data on or through the Software does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Licensee Data on the Software does not result in a breach of contract between Licensee and any third party.

(e) **Aggregated Anonymous Data.** Licensee agrees that Interview Now may calculate aggregate, anonymized statistics about its customers' use of the Software that are non-personally identifiable with respect to Licensee and/or any individual and use those statistics (but not the underlying data) for purposes of Interview Now's own sales, marketing, business development, product enhancement, or customer service initiatives. Notwithstanding the foregoing, Interview Now shall ensure that the statistics will not constitute Personal Data and will not include any Personal Data.

(f) **Provision of Purchased Services.** Interview Now will (i) make the Interview Now Services available to Licensee pursuant to this Agreement, and the applicable Order Forms and Purchase Order, (ii) provide applicable Interview Now standard support for the Interview Now Services to Licensee at no additional charge, and/or upgraded support if purchased, (iii) use commercially reasonable efforts to make the online Interview Now Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Interview Now shall give advance electronic notice), and (b) any unavailability caused by circumstances beyond Interview Now's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Interview Now employees), Internet service provider failure or delay, Non-Interview Now Application, or denial of service attack, and (x) provide the Interview Now Services in accordance with laws and government regulations applicable to Interview Now's provision of its Interview Now Services to its Licensees generally (i.e., without regard for Licensee's particular use of the Services), and subject to Licensee's use of the Interview Now Services in accordance with this Agreement, the Documentation and the applicable Order Form.

4. USE OF THE INTERVIEW NOW SERVICES

a) **Interview Now's Responsibilities.** Interview Now will provide the Interview Now Services only in accordance with applicable laws and government regulations. Interview Now will perform any Professional Services provisioned under the Agreement in a professional and workmanlike manner consistent with industry standards. Interview Now will maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Licensee Data.

(b) **Licensee Responsibilities.** Licensee will (i) be responsible for its and its Affiliates and personnel's compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Interview Now immediately of any such unauthorized access and/or use of which Licensee becomes aware, and (iii) use the Software only in accordance with this Agreement and all applicable laws and government regulations. Licensee will not (t) make the Software available to any third party (except for any third parties acting on behalf of Licensee or at Licensee's request, such as recruiting agencies), (u) sell, resell, rent or lease the Software, (v) knowingly use the Software to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third party or violates third-party privacy rights, (x) knowingly use the Software to transmit malicious code, (y) attempt to gain unauthorized access on the Software or its related systems or networks, or (z) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein.

5. FEES AND PAYMENT

(a) **Fees.** Licensee will pay Interview Now all fees as set forth in the pricing proposal attached herewith as Exhibit A (collectively, the "**Fees**") within thirty (30) days of Licensee's receipt of an invoice, unless otherwise set forth in such Quote. Licensee's payment obligations are non-cancelable and non-refundable, except in the event of Licensee's termination under Sections 7(c), and 7(d), and all Fees are due in advance and are based on the Interview Now Services purchased and not actual usage.

(b) **Payment Terms.** For all Fees, Licensee will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Licensee is solely responsible for providing Interview Now accurate and complete billing and contact information and for notifying Interview Now of any changes to such information.

(c) **Overdue Charges.** Interview Now reserves the right to charge Licensee interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, on any Fees not received within fifteen (15) days of the date such payment was due. Additionally, in the event any Fees are more than thirty (30) days overdue, Interview Now may suspend its performance of the Interview Now Services, and require full payment before Interview Now resumes performance.

(d) **Taxes.** Licensee will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on Interview Now's net income. If Interview Now is required to pay any such taxes based on the licenses granted in this

Agreement or on Licensee's use of the Services, then such taxes will be billed to and paid by Licensee. For the avoidance of doubt, all Fees listed herein are exclusive of Sales Tax.

6. CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party** ") to the other Party ("**Receiving Party** "), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limitation, Licensee's Confidential Information will include Licensee Data; Interview Now's Confidential Information will include the Services; and Confidential Information of each Party will include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and its legal counsel and accountants without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement takes effect on the date of the last signature of the signatories to the MSA, or if no signature of MSA on the start of service or on the start of the free trial or on signature of order form. This Agreement will remain in effect until all Purchase Orders have expired or been terminated in accordance with the terms of the Agreement (the "**Term**").

(b) **Term of Subscriptions.** The initial term of each subscription to Interview Now Services will be described in the applicable Quote (the “**Initial Term**”). Except as otherwise described in a Quote, subscriptions for each Interview Now Service Licensee will have option to renew this Agreement for additional one-year terms of twelve (12) months (each, a “**Renewal Term**”) each upon receipt and acceptance of a renewal quote.

(c) **Termination for Default.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement, provided that the terminating Party gives the breaching or defaulting Party written notice of termination specifying the underlying breach or default within thirty (30) days of discovery of such breach or default, and such breach or default remains uncured thirty (30) days after the breaching or defaulting Party receives the notice.

(d) **Termination for Convenience.** Licensee shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination. The effective date of the termination, in this case, will be the last day of the Agreement year for which Licensee has paid.

(f) **Effect of Termination.** Upon expiration or termination of the Agreement for any reason, the rights, licenses and access to the Interview Now Services granted to Licensee under the Agreement will immediately terminate. If the Agreement expires, or if Interview Now terminates this Agreement pursuant to Section 7(c), any unpaid Fees will become immediately due and payable to Interview Now. If Licensee terminates the Agreement pursuant to Section 7(c), Interview Now will provide Licensee with a pro-rated refund of any prepaid, unused Fees covering the period from the date of termination through the end of the Term. In no event will expiration or termination of the Agreement relieve Licensee of any obligation to pay Fees applicable to the period prior to the date of termination.

(g) **Data.** Upon expiration or termination of this Agreement for any reason and provided that Licensee has paid all unpaid and due fees to Interview Now Interview Now shall provide an export file of all Licensee Data stored in the Interview Now Account (in a reasonably usable digital format) to Licensee, if Licensee requests this within thirty (30) business days of such expiration or termination

(h) **Survival.** All terms and provisions of the Agreement, including any exhibits, which by their nature are intended to survive any termination or expiration of this Agreement, will so survive.

8. REPRESENTATIONS AND REPRESENTATIVES

Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) this MSA will constitute the legal, valid and binding

obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will abide by all applicable federal, state and local laws and regulations with respect to online activities, use of end user data and the products and services offered by each Party in connection with the Agreement.

9. WARRANTY DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND INTERVIEW NOW MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. INTERVIEW NOW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. INTERVIEW NOW DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO INTERVIEW NOW'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR INTERVIEW NOW'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL INTERVIEW NOW'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE FEES RECEIVED FROM OR PAYABLE BY LICENSEE TO INTERVIEW NOW PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. INTERVIEW NOW'S LIABILITY FOR ANY CONFIDENTIALITY OBLIGATIONS, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, SHALL NOT EXCEED THE INSURANCE POLICY LIMITS AS REQUIRED BY LICENSEE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY DOES NOT LIMIT INTERVIEW NOW'S LIABILITY FOR DAMAGES ARISING FROM DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT BY INTERVIEW NOW, OR ITS DIRECTORS, OFFICERS EMPLOYEES, OR AGENTS PERFORMING SERVICES WHILE ON LICENSEE'S SITE. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

THIS PROVISION, SECTION 10, LIMITATION OF LIABILITY, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. INDEMNIFICATION

(a) Interview Now will indemnify, defend and hold Licensee harmless from any third-party claim, action, suit or proceeding made or brought against Licensee alleging that Licensee's use of the Software in accordance with the Agreement infringes such third party's intellectual property rights (an "**Infringement Claim**"). In the event of an Infringement Claim, Interview Now may, at its sole option and expense: (i) procure for Licensee the right to continue use of the Software or the infringing part thereof; or (ii) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, (iii) if neither of the foregoing is commercially practicable, terminate the Agreement and repay to Licensee a pro-rata portion, if any, of any prepaid but unused Fees. Interview Now will have no liability for an Infringement Claim if the actual or alleged infringement results from (w) Licensee's breach of the Agreement, (x) Licensee's modification, alteration or addition made to the Software or any use thereof, including any combination of the Software with other materials not provided or authorized by Interview Now, (y) Licensee's failure to use any corrections or modifications made available by Interview Now that would not result in any material loss of functionality, or (z) use of the Software in a manner or in connection with a product or data not contemplated by this Agreement. Interview Now also disclaims any liability for settlements entered into by Licensee or costs incurred by Licensee in relation to an Infringement Claim that are not pre-approved by Interview Now in writing.

(b) To the extent allowable by law, Licensee will indemnify, defend and hold Interview Now harmless from (i) any third-party claim, action, suit or proceeding arising out of or resulting from Interview Now's use of any Licensee Data, as it was provided to Interview Now, in accordance with this Agreement; and (ii) any fines or penalties that may arise as a result of Licensee's breach of the export restrictions set forth in Section 12(c).

(c) Each Party's indemnity obligations are subject to the following: (i) the indemnified Party will promptly notify the indemnifying Party in writing of the applicable claim; (ii) the indemnifying Party will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the indemnified Party of all liability); and (iii) the indemnified Party will reasonably cooperate to the extent necessary for the defense of such claim.

(d) This provision, Section 11, Indemnification, shall survive the termination of this Agreement.

12. MISCELLANEOUS

(a) **Assignment.** Neither Party may assign the Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign the Agreement to a parent, affiliate, subsidiary, or successor to its business, if any, resulting from a merger, acquisition, or other change in control. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon

the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 12(a) will be null and void.

(b) **U.S. Government Rights.** To the extent applicable, Interview Now provides the Interview Now Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Interview Now to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

(c) **Export Regulations.** Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Specifically, Licensee covenants that it will not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Interview Now under the Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

(d) **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

(e) **Governing Law and Jurisdiction.** The Agreement is governed by and construed under the laws of the State of Alabama without reference to conflict of laws principles. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Madison County, Alabama and the Parties agree and submit to the exclusive jurisdiction and venue of these courts.

(f) **Modification and Waiver.** No waiver or modification of the Agreement will be valid unless made in writing and signed by both parties. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

(g) **Entire Agreement.** This Agreement constitutes the sole and entire understanding of the Parties and supersedes any previous or contemporaneous communications, whether oral or written; and may be amended only by writing and signed by both Parties. Unless explicitly provided for, Licensee agrees that its obligations under the Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Interview Now regarding future functionality or features.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(i) **Entire Agreement.** Unless otherwise prohibited by law or Licensee's policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by Licensee.

CITY OF HUNTSVILLE, ALABAMA

INTERVIEW NOW INC.

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: Tommy Battle

Printed Name: Robert Cate

Title: Mayor

Title: CEO

Date: 5/11/23

Date: 04/07/23

Exhibit A



12 Month- Product Subscription Bundle for the Huntsville Police and Fire Department

Payment for Interview Now is on a yearly basis or when the active subscription period ends.
Products include Capture, Pre-Screening, Communication, Events and Forms.

- **Capture** includes a candidate dashboard and management tools, an automated FAQ center where candidates can have questions answered using A.I. and advertisement tracking.
- **Pre-Screening** includes qualifying and disqualifying questions sent using A.I. that will help save your recruiter's time. In addition it includes live call handoff and scheduled textbacks.
- **Communication** includes unlimited two-way communication and unlimited mass messaging. These features can be combined with our grouping/status features, to send mass messages to candidates in different stages of the hiring process.
- **Events** includes SMS event management and communication to increase show rate for events.
- **Forms** Ability to share Form URL or embedded directly into website(s) or social media.

Includes:

Phone Number: (1) 10 digit local phone number, keyword and QR code for Police

Phone Number: (1) 10 digit local phone number, keyword and QR code for Fire

User Accounts: (1) administrator and ten (10) sub accounts for Police

User Accounts: (1) administrator and ten (10) sub accounts for Fire

Customer Success Manager & Video Tutorials: Yes

QR code, Keyword and number, Capture Communication (Unlimited single or mass message text messages) and Forms

Digital Advertising Material Included

Discounted Bundle pricing for 12 months with all features listed above
without pre-screening is **\$10,000 plus a One time set up fee of \$500**

Police cost: \$5250

Fire cost: \$5250